

**The United States Life Insurance Company  
in the City of New York (USL)**

*A member of American International Group, Inc. (AIG)*

**New Business Email Inquiries:** AnnuityServiceCenter@aig.com

**Annuity Service Center Phone Number:** 888-438-6933 Option 1

**Annuity New Business Transmittal &  
Agent Report Form**

**New Business Email:** AIGAnnuityService@aig.com

**New Business Fax Number:** 713-620-3829

**Required Section**


In order to ensure accurate processing, please fill out this form completely and submit with the annuity application.

Name of Owner \_\_\_\_\_ DOB \_\_\_\_\_ SSN/Tax ID \_\_\_\_\_

Owner's Email Address is required (if none exists, enter NA) \_\_\_\_\_

Name of Annuitant \_\_\_\_\_

**Agent Information**

REQUIRED	
 <b>If a NEW ADDRESS, check this box</b> <input type="checkbox"/>	1. Are you a Registered Representative? <input type="checkbox"/> Yes <input type="checkbox"/> No
X	2. Does your firm require a suitability review for (Index, Fixed) Annuities? <input type="checkbox"/> Yes <input type="checkbox"/> No
Agent/Broker Signature	3. Are commissions paid through your firm for (Index, Fixed) Annuities? <input type="checkbox"/> Yes <input type="checkbox"/> No
Agent Name (print)	4. Split Case
Agent Number (write "pending" if applicable)	<input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, complete the following sections.)
Agent SSN (if agent number is pending)	Percent to Primary Agent ____% <b>PLUS</b> Percent to 2nd Agent ____%
Agent NPN (required)	<b>PLUS</b> Percent to Others ____% = <b>TOTAL PERCENT</b> 100%
Agency/Broker Dealer (optional)	X
IMO/BGA Firm (required)	Second Agent Signature
IMO/BGA email address for case updates/missing documents (if applicable)	X
IMO/BGA phone number for case updates	Second Agent Name (print)
Agent e-mail Address	Agent Number
Agent Street Address (for contract mailing)	Agency Name/Number
Agent City, State, Zip	Agent SSN (if agent number is pending)
Agent Phone Number	Agent NPN (required)

**SPECIAL INSTRUCTIONS**

Please insert any additional information of who to contact at the IMO or agent's back office regarding New Business, Licensing, Commissions, Suitability, Post Issuance, Contract Set up, etc. that would help AIG Internal team process this case timely.



A member of American International Group, Inc. (AIG)

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**Key addresses and contact information**

**New Business Email Inquiries:** AnnuityServiceCenter@aig.com  
**Annuity Service Center Phone Number:** 888-438-6933 Option 1  
**New Business Email:** AIGAnnuityService@aig.com  
**New Business Fax Number:** 713-620-3829

**Assured Edge Fixed Annuity & Index Annuity Products**

	<b>U.S.Regular Mail</b>	<b>Overnight Mail</b>
<i>with checks:</i>	US Life Attn: Annuity Center P.O. Box 100357 Pasadena, CA 91189-0357	JPM Chase-USL 100357 2710 Media Center Drive Building #6, Suite 120 Los Angeles, CA 90065-1750
<i>without checks:</i>	P.O. Box 2708 Amarillo, TX 79105-2708	1050 North Western Street Amarillo, TX 79106-7011

**Fixed Annuity (except Assured Edge versions)**

	<b>U.S.Regular Mail</b>	<b>Overnight Mail</b>
<i>with checks:</i>	JP Morgan Chase (TX1-0029) ATTN: AGL 650545 Dept AGL 14800 Frye Road 2 <sup>nd</sup> Floor Fort Worth, TX 76155	<i>without checks:</i> US Life 1050 North Western Street Amarillo, TX 79106

**When you provide complete and accurate information, processing time can be expedited.**



**Please read the following before proceeding:**

US Life does not accept sales of income annuities in New York that are funded by replacements of deferred annuity contracts or life insurance policies. This includes the American Pathway Immediate Annuity (SPIA) and the American Pathway Deferred Income Annuity (DIA). Sales of these products in New York will only be accepted when a replacement is not involved.

This does not impact our AGL (non-New York) product portfolio or any other products currently offered by our company in the state of New York.

**Note: All New Business submissions should complete the following Definition of Replacement (DOR) form.**

# The United States Life Insurance Company in the City of New York

Mailing Address: Annuity Service Center • P.O. Box 871 • Amarillo, TX 79105-0871

Overnight Mailing Address: Annuity Service Center • 1050 N. Western Street • Amarillo, TX 79106-7011

## DEPARTMENT OF FINANCIAL SERVICES OF THE STATE OF NEW YORK DEFINITION OF REPLACEMENT

IN ORDER TO DETERMINE WHETHER YOU ARE REPLACING OR OTHERWISE CHANGING THE STATUS OF EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS, AND IN ORDER TO RECEIVE THE VALUABLE INFORMATION NECESSARY TO MAKE A CAREFUL COMPARISON IF YOU ARE CONTEMPLATING REPLACEMENT, THE AGENT OR BROKER IS REQUIRED TO ASK YOU THE FOLLOWING QUESTIONS AND EXPLAIN ANY ITEMS THAT YOU DO NOT UNDERSTAND.

AS PART OF YOUR PURCHASE OF A NEW LIFE INSURANCE POLICY OR A NEW ANNUITY CONTRACT, HAS EXISTING COVERAGE BEEN, OR IS IT LIKELY TO BE:

- (1) LAPSED, SURRENDERED, PARTIALLY SURRENDERED, FORFEITED, ASSIGNED TO THE INSURER REPLACING THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT, OR OTHERWISE TERMINATED?

YES \_\_\_\_ NO \_\_\_\_

- (2) CHANGED OR MODIFIED INTO PAID-UP INSURANCE; CONTINUED AS EXTENDED TERM INSURANCE OR UNDER ANOTHER FORM OF NONFORFEITURE BENEFIT; OR OTHERWISE REDUCED IN VALUE BY THE USE OF NONFORFEITURE BENEFITS, DIVIDEND ACCUMULATIONS, DIVIDEND CASH VALUES OR OTHER CASH VALUES?

YES \_\_\_\_ NO \_\_\_\_

- (3) CHANGED OR MODIFIED SO AS TO EFFECT A REDUCTION EITHER IN THE AMOUNT OF THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT OR IN THE PERIOD OF TIME THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT WILL CONTINUE IN FORCE?

YES \_\_\_\_ NO \_\_\_\_

- (4) REISSUED WITH A REDUCTION IN AMOUNT SUCH THAT ANY CASH VALUES ARE RELEASED, INCLUDING ALL TRANSACTIONS WHEREIN AN AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE RELEASED ON ONE OR MORE OF THE EXISTING POLICIES?

YES \_\_\_\_ NO \_\_\_\_

- (5) ASSIGNED AS COLLATERAL FOR A LOAN OR MADE SUBJECT TO BORROWING OR WITHDRAWAL OF ANY PORTION OF THE LOAN VALUE, INCLUDING ALL TRANSACTIONS WHEREIN ANY AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE BORROWED OR WITHDRAWN ON ONE OR MORE EXISTING POLICIES?

YES \_\_\_\_ NO \_\_\_\_

- (6) CONTINUED WITH A STOPPAGE OF PREMIUM PAYMENTS OR REDUCTION IN THE AMOUNT OF PREMIUM PAID?

YES \_\_\_\_ NO \_\_\_\_

IF YOU HAVE ANSWERED YES TO ANY OF THE ABOVE QUESTIONS, A REPLACEMENT AS DEFINED BY NEW YORK INSURANCE REGULATION 60 HAS OCCURRED OR IS LIKELY TO OCCUR AND YOUR AGENT OR BROKER IS REQUIRED TO PROVIDE YOU WITH THE **IMPORTANT** NOTICE REGARDING REPLACEMENT OR CHANGE OF LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS. YOU WILL ALSO RECEIVE A COMPLETED DISCLOSURE STATEMENT NO LATER THAN THE TIME YOUR NEW POLICY OR NEW CONTRACT IS DELIVERED.

Date: \_\_\_\_\_ Signature of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_ Signature of Applicant: \_\_\_\_\_




TO THE BEST OF MY KNOWLEDGE, A REPLACEMENT IS INVOLVED IN THIS TRANSACTION: YES \_\_\_\_ NO \_\_\_\_

Date: \_\_\_\_\_ Signature of Agent or Broker: \_\_\_\_\_

# Application Booklet

## Good Order Checklist for Application and Owner Acknowledgment Disclosure Statement Attestation

### 3 Steps to Expedite Your Annuity Business

<b>1</b>	<b>Are all “Required Response” (→) sections of the Application completed?</b>		Any missing or conflicting information in Sections <b>2, 3, 4, 5, 6,</b> and <b>7</b> will cause delays.
<b>2</b>	<b>Have the contract owner(s) and agent(s) completed, signed, and dated all of the required Application acknowledgments and signatures?</b>		If Sections <b>9 and 10</b> are not completed, signed, and dated, it will cause delays.
<b>3</b>	<b>Have the contract owner(s) and agent(s) completed and signed the Owner Acknowledgment and Disclosure Statement Attestation?</b>		If the Owner Acknowledgment and Disclosure Statement Attestation is not signed, dated, and submitted with the Application, it will cause delays.

**Reminder:** Along with the Application, submit the signed Owner Acknowledgment and Disclosure Statement Attestation, but leave the Owner Acknowledgment and Disclosure Statement with your client.

**Individual Deferred Index Annuity Application****The United States Life Insurance  
Company in the City of New York (USL)****Regular Mail**  
with checks:  
United States Life  
P.O. Box 100357  
Pasadena, CA 91189-0357**Overnight Mail**  
with checks:  
JPM Chase-USL 100357  
2710 Media Center Drive  
Building #6, Suite 120  
Los Angeles, CA 90065-1750Address mail to:  
**Annuity Service Center**without checks:  
United States Life  
P.O. Box 2708  
Amarillo, TX 79105-2708without checks:  
United States Life  
1050 North Western Street  
Amarillo, TX 79106-7011**Phone:** 888-438-6933  
**Fax:** 818-615-1543

Consult with your licensed agent to determine if your premium allocations and optional programs are appropriate for you. Your licensed agent can provide further information about elections, including availability and maximum issue age.

The ➡ indicates a required response. **Print or type.**

**1 Product Selection** *(Solicitation state indicates the state in which this Application is signed.)***Product name** Power Index Premier NY**Solicitation state** NY**➡ 2 Owner(s) Information** *(Select one of the following Owner Types and complete this section in its entirety.)***Owner Type:**

- ☐ Natural Person(s)
- ☐ Trust/Trust Date \_\_\_\_\_
- ☐ Custodian

☐ Other: \_\_\_\_\_ Non-naturally owned contracts that are accepted include Corporate, Municipal, or Tax-Exempt. Contact the Annuity Service Center prior to submitting this Application to confirm if any other Owner Type will be accepted.

Owner Name \_\_\_\_\_ ☐ Male ☐ Female

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Birth Date \_\_\_\_\_ SSN/TIN \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

**Joint Owner** *(if applicable)* Name \_\_\_\_\_ ☐ Male ☐ Female

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Relationship to Owner \_\_\_\_\_ Birth Date \_\_\_\_\_ SSN \_\_\_\_\_ Phone \_\_\_\_\_

**➡ 3 Annuitant(s) Information** *(Complete the section below only if there is a non-natural Owner)*Annuitant Name \_\_\_\_\_ ☐ Male ☐ Female

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Relationship to Owner \_\_\_\_\_ Birth Date \_\_\_\_\_ SSN \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_

**Joint Annuitant** *(if applicable)* Name \_\_\_\_\_ ☐ Male ☐ Female

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Relationship to Owner \_\_\_\_\_ Birth Date \_\_\_\_\_ SSN \_\_\_\_\_ Phone \_\_\_\_\_

#### ➡ 4 Beneficiary Information

- For a single Owner contract, if the beneficiary type is not selected below, the beneficiary(ies) named below will be designated as "primary."
- Joint Owners shall be each other's sole primary beneficiary and any other beneficiary listed below will be designated as "contingent."
- Multiple beneficiaries will share the death benefit equally, unless otherwise specified; percentages must total 100%.
- Generally, for non-naturally owned contracts, the non-natural owner shall be the sole primary beneficiary listed below. However, if a contract is owned by a trust and Joint Annuitants are selected, the Annuitants shall be each other's sole primary beneficiary and any other beneficiary listed below will be designated as "contingent."

1. Beneficiary Name \_\_\_\_\_ ☐ Primary ☐ Contingent  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Relationship \_\_\_\_\_ Beneficiary % \_\_\_\_\_ SSN/TIN \_\_\_\_\_ Phone \_\_\_\_\_  
 Birth/Trust Date \_\_\_\_\_ Email \_\_\_\_\_ ☐ Male ☐ Female

2. Beneficiary Name \_\_\_\_\_ ☐ Primary ☐ Contingent  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Relationship \_\_\_\_\_ Beneficiary % \_\_\_\_\_ SSN/TIN \_\_\_\_\_ Phone \_\_\_\_\_  
 Birth/Trust Date \_\_\_\_\_ Email \_\_\_\_\_ ☐ Male ☐ Female

3. Beneficiary Name \_\_\_\_\_ ☐ Primary ☐ Contingent  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Relationship \_\_\_\_\_ Beneficiary % \_\_\_\_\_ SSN/TIN \_\_\_\_\_ Phone \_\_\_\_\_  
 Birth/Trust Date \_\_\_\_\_ Email \_\_\_\_\_ ☐ Male ☐ Female

☐ Check this box if providing additional beneficiaries on the Additional Beneficiary Information form or a separate sheet signed by the Owner.

#### ➡ 5 Contract Type and Source of Funds

**Premium Amount \$** \_\_\_\_\_ (Minimum premium: \$25,000) The premium will be allocated as directed by you in Section 7.

<b>Contract Type</b> <i>(new product)</i> Select one Contract Type below.	<b>Source of Funds</b> Indicate source of funds and amount of the premium below.
<input type="checkbox"/> Non-qualified	<input type="checkbox"/> Amount enclosed \$ _____
<input type="checkbox"/> IRA	<input type="checkbox"/> 1035 Exchange* <input type="checkbox"/> Transfer* <input type="checkbox"/> Rollover* \$ _____
<input type="checkbox"/> Roth IRA	<input type="checkbox"/> IRA Contribution/IRA Tax Year _____ \$ _____
<input type="checkbox"/> SEP IRA	<input type="checkbox"/> Funds coming direct \$ _____
<input type="checkbox"/> Inherited Non-qualified Annuity	<input type="checkbox"/> Other _____ \$ _____
<input type="checkbox"/> Inherited IRA	

\*Complete/submit the Request for Transfer of Assets form with this Application, unless you check the box next to "Funds coming direct" above.

## 6 Premium Allocation and Optional Programs

Indicate 100% of your premium allocation below under the Percentage column.

6(a) Premium applied to:	Percentage
<b>S&amp;P 500 Index Account:</b>	
Annual Point-to-Point ( <i>with Rate Cap</i> )	_____ %
<b>MSCI EAFE Index Account:</b>	
Annual Point-to-Point ( <i>with Rate Cap</i> )	_____ %
<b>Russell 2000 Index Account:</b>	
Annual Point-to-Point ( <i>with Rate Cap</i> )	_____ %
<b>Total</b>	100%

### 6(b) Electronic Delivery Authorization

By selecting "Yes" below, I consent to electronic delivery by the Company, when available, of all documents and notices applicable to my contract including but not limited to:

- Account documents (*periodic statements and confirmations*);
- Policy Forms (*annuity contract and applicable endorsements and riders, if permitted by state law*);
- Tax forms; and
- Annuity related correspondence (*privacy notice and other notices to customers*) as permitted by law.

I confirm that I have access to a computer with the hardware and software necessary (*Adobe Acrobat®, Internet access, and an active email account*) to receive this information electronically—by email or by email notice of a document's availability on the Company website. I confirm that I have the ability to retrieve and retain electronic communications that are subject to this consent. I understand that:

- There is no charge for electronic delivery, although I may incur the costs of Internet access and computer usage.
- I must notify the Company promptly when my email address changes.
- I may always request a paper copy of this information at any time for no charge, even though I consent to electronic delivery, or if I decide to revoke my consent.
- The Company is not required to deliver this information electronically and may discontinue electronic delivery in whole or part at any time. Not all contract documentation and notifications may be currently available in electronic format.
- For jointly owned contracts, both owners are consenting that the primary owner will receive information electronically. (*Only the primary owner will receive email notices.*)
- This consent is effective until further notice by the Company or until I revoke it.

Call 1-888-438-6933 if you would like to revoke your consent, wish to receive a paper copy of any of the above information via U.S. mail, or need to update your email address indicated below.

- ☐ Yes, I provide my consent as described above
- ☐ No, I do not provide my consent for electronic delivery

\*Email address: \_\_\_\_\_

\*Custodially owned contracts: Provide the annuitant's email address. Other non-natural owners (*such as trusts*): Provide the email address of the authorizing signatory.



## 7 Disclosures

### USA PATRIOT ACT (This notice is printed in compliance with Section 326 of the USA Patriot Act)

#### IMPORTANT INFORMATION ABOUT PROCEDURES FOR APPLYING FOR AN INSURANCE POLICY OR ANNUITY CONTRACT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions, including insurance companies, to obtain, verify, and record information that identifies each person who opens an account, including an application for an insurance policy or annuity contract. What this means for you: When you apply for an insurance policy or annuity contract, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

## 8 Acknowledgments and Signature(s)

### 8(a) Replacement

- ☐ **Yes** ☐ **No** Do you have any existing life insurance or annuity contracts? *(Must check either Yes or No.)*
- ☐ **Yes** ☐ **No** Is the purchase of this annuity intended to replace, terminate, or change the value of any existing life insurance policies or annuity contracts? *(Must check either Yes or No.)*

Provide the replacement information on the required forms, which can be obtained from your licensed agent and include them with this Application.

### 8(b) Acknowledgements of Owner(s)

I represent that all statements and information provided herein are true and complete to the best of my belief and knowledge. I understand that the application will be attached to and made a part of the annuity contract. By signing below, I declare the following:

- I have consulted with my licensed agent and received and read the applicable product disclosure, Owner Acknowledgment and Disclosure Statement and any other related materials such as illustrations, which describe various product features, including but not limited to: (a) withdrawals; (b) withdrawal charges; (c) withdrawal charge schedule; (d) early withdrawal tax penalty; and (e) start of an income plan.
- I have received the *Buyer's Guide for Deferred Annuities*.
- If I am a full-time, active-duty member of the US Armed Forces (to include a reserve unit serving under published orders for training), then the Disclosure for Military Sales is submitted with this application but is not a part of this application.
- I understand that I am purchasing an index annuity. I also understand that although the annuity values may be affected by an index, the contract does not directly participate in any stock or equity investments. In the event of changes in index values, no interest will be credited to the Index Account until the end of an Index Term, subject to applicable participation rates, and/or rate caps, and may be zero.
- I understand and acknowledge that The United States Life Insurance Company in the City of New York does not offer legal or tax advice and I have had the opportunity to seek such advice from the proper sources before purchasing this annuity.
- If I am funding a tax-qualified retirement plan with this annuity, I understand that (1) there are more robust insurance benefits offered in other annuities and (2) the annuity does not provide any additional tax deferral treatment beyond that which I already have under my plan.
- My answers are representations and not warranties, and are true and correct to the best of my knowledge and belief.

### 8(c) Signature(s)



Owner's signature \_\_\_\_\_ Date \_\_\_\_\_

Joint Owner's signature *(if applicable)* \_\_\_\_\_ Date \_\_\_\_\_

## 9 Licensed Agent Acknowledgements and Signature(s)

### 9(a) Replacement

- ☐ **Yes** ☐ **No** Do you have reason to believe that the owner has any existing life insurance or annuity contracts?
- ☐ **Yes** ☐ **No** Do you have reason to believe that any existing life insurance or annuity contract has been (or will be) replaced, surrendered, withdrawn from, loaned against, changed, or otherwise reduced in value in connection with this transaction, assuming that the contract applied for will be issued?

**9 Licensed Agent Acknowledgements and Signature(s)** *(continued)***9(b) Acknowledgments of Licensed Agent**

I certify that the application was signed and dated by the owner after all answers and information were recorded herein; and I have truly and accurately recorded on this form all of the information provided by the owner. Further, by signing below, I certify:

- I have instructed the owner to answer the questions in Section 9(a) appropriately. I am providing the replacement information on the required forms, and including them with this application, when applicable.
- I have delivered a *Buyer's Guide for Deferred Annuities* to the owner.
- If the owner is a full-time, active-duty member of the US Armed Forces *(to include a reserve unit serving under published orders for training)*, then the Disclosure for Military Sales is submitted with this application but is not a part of this application.
- I have reviewed the owner's financial situation and needs, including the financial resources used for the funding of the policy and the owner's financial time horizon, including duration of existing liabilities and obligations, and have determined that the owner has the financial ability to meet the financial commitments under the policy.
- It is my reasonable belief that based on the information the owner provided and based on all the circumstances known to me at the time the recommendation was made, the annuity being applied for, based on my recommendation, meets the owner's insurance needs and/or financial objectives.
- I have informed the owner of various features of the policy and potential consequences of the sales transaction, both advantages and disadvantages, and the basis of the recommendation. I represent that I have delivered the appropriate product disclosures and other related materials such as the compensation information regarding the manner in which I am compensated for the sale and servicing of this product, and have used only current, carrier-approved sales material.
- My recommendation was made with the care, skill, prudence and diligence that a prudent person acting in a like capacity and familiar with such matters would use under the circumstances prevailing.
- I understand that I must act in the best interest of the owner. I only considered the interests of the owner when making the recommendation to purchase this annuity. I may receive a commission from, or have another financial interest in, the recommended transaction. However, my recommendation is based solely on the owner's financial interests.
- I have verified the identity of the owner and annuitant, if the owner is non-natural, by reviewing a government-issued photo identification and any other required documentation.

**9(c) Licensed Agent Information**

1. Licensed Agent's Signature \_\_\_\_\_ SSN *(1st 5 digits only)* \_\_\_\_\_

Licensed Agent's Name *(print)* \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Licensed Agent ID Number \_\_\_\_\_ Email \_\_\_\_\_

Firm Name \_\_\_\_\_

2. Licensed Agent's Signature \_\_\_\_\_ SSN *(1st 5 digits only)* \_\_\_\_\_

Licensed Agent's Name *(print)* \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Licensed Agent ID Number \_\_\_\_\_ Email \_\_\_\_\_

**Commission Option:**

☐ Option 1   ☐ Option 2   ☐ Option 3   ☐ Option 4   ☐ Option 5   ☐ Option 6   ☐ Option 7   ☐ Option 8   ☐ Option 9




If more than one licensed agent, indicate applicable percentages *(must total 100%)*:

Licensed Agent 1 \_\_\_\_\_ Licensed Agent 2 \_\_\_\_\_

# Application Booklet

## Good Order Checklist for Application and Owner Acknowledgment Disclosure Statement Attestation

### 3 Steps to Expedite Your Annuity Business

<b>1</b>	<b>Are all “Required Response” (→) sections of the Application completed?</b>		Any missing or conflicting information in Sections <b>2, 3, 4, 5, 6,</b> and <b>7</b> will cause delays.
<b>2</b>	<b>Have the contract owner(s) and agent(s) completed, signed, and dated all of the required Application acknowledgments and signatures?</b>		If Sections <b>9 and 10</b> are not completed, signed, and dated, it will cause delays.
<b>3</b>	<b>Have the contract owner(s) and agent(s) completed and signed the Owner Acknowledgment and Disclosure Statement Attestation?</b>		If the Owner Acknowledgment and Disclosure Statement Attestation is not signed, dated, and submitted with the Application, it will cause delays.

**Reminder:** Along with the Application, submit the signed Owner Acknowledgment and Disclosure Statement Attestation, but leave the Owner Acknowledgment and Disclosure Statement with your client.

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Company in the City of New York (USL)****Regular Mail**  
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United States Life  
P.O. Box 100357  
Pasadena, CA 91189-0357**Overnight Mail**  
with checks:  
JPM Chase-USL 100357  
2710 Media Center Drive  
Building #6, Suite 120  
Los Angeles, CA 90065-1750Address mail to:  
**Annuity Service Center**without checks:  
United States Life  
P.O. Box 2708  
Amarillo, TX 79105-2708without checks:  
United States Life  
1050 North Western Street  
Amarillo, TX 79106-7011**Phone:** 888-438-6933  
**Fax:** 818-615-1543

Consult with your licensed agent to determine if your premium allocations and optional programs are appropriate for you. Your licensed agent can provide further information about elections, including availability and maximum issue age.

The ➡ indicates a required response. **Print or type.**

**1 Product Selection** *(Solicitation state indicates the state in which this Application is signed.)***Product name** Power Index Premier NY**Solicitation state** NY**➡ 2 Owner(s) Information** *(Select one of the following Owner Types and complete this section in its entirety.)***Owner Type:**

- ☐ Natural Person(s)
- ☐ Trust/Trust Date \_\_\_\_\_
- ☐ Custodian

☐ Other: \_\_\_\_\_ Non-naturally owned contracts that are accepted include Corporate, Municipal, or Tax-Exempt. Contact the Annuity Service Center prior to submitting this Application to confirm if any other Owner Type will be accepted.

**Owner Name** \_\_\_\_\_ ☐ Male ☐ Female**Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_**Birth Date** \_\_\_\_\_ **SSN/TIN** \_\_\_\_\_ **Phone** \_\_\_\_\_ **Email** \_\_\_\_\_**Joint Owner (if applicable) Name** \_\_\_\_\_ ☐ Male ☐ Female**Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_**Relationship to Owner** \_\_\_\_\_ **Birth Date** \_\_\_\_\_ **SSN** \_\_\_\_\_ **Phone** \_\_\_\_\_**➡ 3 Annuitant(s) Information** *(Complete the section below only if there is a non-natural Owner)***Annuitant Name** \_\_\_\_\_ ☐ Male ☐ Female**Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_**Relationship to Owner** \_\_\_\_\_ **Birth Date** \_\_\_\_\_ **SSN** \_\_\_\_\_ **Phone** \_\_\_\_\_**Email** \_\_\_\_\_**Joint Annuitant (if applicable) Name** \_\_\_\_\_ ☐ Male ☐ Female**Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_**Relationship to Owner** \_\_\_\_\_ **Birth Date** \_\_\_\_\_ **SSN** \_\_\_\_\_ **Phone** \_\_\_\_\_

#### ➡ 4 Beneficiary Information

- For a single Owner contract, if the beneficiary type is not selected below, the beneficiary(ies) named below will be designated as "primary."
- Joint Owners shall be each other's sole primary beneficiary and any other beneficiary listed below will be designated as "contingent."
- Multiple beneficiaries will share the death benefit equally, unless otherwise specified; percentages must total 100%.
- For Living Benefit joint life (two covered persons) arrangements, the two covered persons must be each other's spouse and sole primary beneficiary.
- Generally, for non-naturally owned contracts, the non-natural owner shall be the sole primary beneficiary listed below. However, if a contract is owned by a trust and Joint Annuitants are selected, the Annuitants shall be each other's sole primary beneficiary and any other beneficiary listed below will be designated as "contingent."

1. Beneficiary Name \_\_\_\_\_ ☐ Primary ☐ Contingent  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Relationship \_\_\_\_\_ Beneficiary % \_\_\_\_\_ SSN/TIN \_\_\_\_\_ Phone \_\_\_\_\_  
 Birth/Trust Date \_\_\_\_\_ Email \_\_\_\_\_ ☐ Male ☐ Female

2. Beneficiary Name \_\_\_\_\_ ☐ Primary ☐ Contingent  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Relationship \_\_\_\_\_ Beneficiary % \_\_\_\_\_ SSN/TIN \_\_\_\_\_ Phone \_\_\_\_\_  
 Birth/Trust Date \_\_\_\_\_ Email \_\_\_\_\_ ☐ Male ☐ Female

3. Beneficiary Name \_\_\_\_\_ ☐ Primary ☐ Contingent  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Relationship \_\_\_\_\_ Beneficiary % \_\_\_\_\_ SSN/TIN \_\_\_\_\_ Phone \_\_\_\_\_  
 Birth/Trust Date \_\_\_\_\_ Email \_\_\_\_\_ ☐ Male ☐ Female

☐ Check this box if providing additional beneficiaries on the Additional Beneficiary Information form or a separate sheet signed by the Owner.

#### ➡ 5 Contract Type and Source of Funds

**Premium Amount** \$ \_\_\_\_\_ (Minimum premium: \$25,000) The premium will be allocated as directed by you in Section 7.

<b>Contract Type</b> <i>(new product)</i> Select one Contract Type below.	<b>Source of Funds</b> Indicate source of funds and amount of the premium below.
<input type="checkbox"/> Non-qualified	<input type="checkbox"/> Amount enclosed \$ _____
<input type="checkbox"/> IRA	<input type="checkbox"/> 1035 Exchange* <input type="checkbox"/> Transfer* <input type="checkbox"/> Rollover* \$ _____
<input type="checkbox"/> Roth IRA	<input type="checkbox"/> IRA Contribution/IRA Tax Year _____ \$ _____
<input type="checkbox"/> SEP IRA	<input type="checkbox"/> Funds coming direct \$ _____
	<input type="checkbox"/> Other _____ \$ _____

\*Complete/submit the Request for Transfer of Assets form with this Application, unless you check the box next to "Funds coming direct" above.

## ➡ 6 Benefit Election

### Living Benefit Election

Covered Person(s) are the Owner(s) *(or Annuitant(s) if non-natural owner)* named on the first page of this application. If selecting Two Covered Persons and only one Owner *(or Annuitant if non-natural owner)* is named on the first page of this application, the second Covered Person is the Spousal Beneficiary named under Section 4.

You must select the number of covered person(s) by checking one box below.

- ☐ One Covered Person *(Single Life)* or  
☐ Two Covered Persons *(Joint Lives)*

**Two Covered Persons must be each other's spouse and sole primary beneficiary. You must complete the primary Beneficiary Information for your spouse including the SSN and date of birth in Section 4 if you select Two Covered Persons above.**

If there are Joint Owners in Section 1 of this application and you are selecting One Covered Person above, the older Joint Owner is automatically the sole Covered Person unless you check the box below.

- ☐ The younger Joint Owner named in Section 1 of this application is the sole Covered Person

## ➡ 7 Premium Allocation and Optional Programs

Indicate 100% of your premium allocation below under the Percentage column.

7(a) Premium applied to:	Percentage
<b>S&amp;P 500 Index Account:</b>	
Annual Point-to-Point <i>(with Rate Cap)</i>	_____ %
<b>MSCI EAFE Index Account:</b>	
Annual Point-to-Point <i>(with Rate Cap)</i>	_____ %
<b>Russell 2000 Index Account:</b>	
Annual Point-to-Point <i>(with Rate Cap)</i>	_____ %
<b>Total</b>	100%

### 7(b) Electronic Delivery Authorization

By selecting "Yes" below, I consent to electronic delivery by the Company, when available, of all documents and notices applicable to my contract including but not limited to:

- Account documents *(periodic statements and confirmations)*;
- Policy Forms *(annuity contract and applicable endorsements and riders, if permitted by state law)*;
- Tax forms; and
- Annuity related correspondence *(privacy notice and other notices to customers)* as permitted by law.

I confirm that I have access to a computer with the hardware and software necessary *(Adobe Acrobat®, Internet access, and an active email account)* to receive this information electronically—by email or by email notice of a document's availability on the Company website. I confirm that I have the ability to retrieve and retain electronic communications that are subject to this consent. I understand that:

- There is no charge for electronic delivery, although I may incur the costs of Internet access and computer usage.
- I must notify the Company promptly when my email address changes.
- I may always request a paper copy of this information at any time for no charge, even though I consent to electronic delivery, or if I decide to revoke my consent.
- The Company is not required to deliver this information electronically and may discontinue electronic delivery in whole or part at any time. Not all contract documentation and notifications may be currently available in electronic format.
- For jointly owned contracts, both owners are consenting that the primary owner will receive information electronically. *(Only the primary owner will receive email notices.)*
- This consent is effective until further notice by the Company or until I revoke it.

## 7 Premium Allocation and Optional Programs *(continued)*

Call 1-888-438-6933 if you would like to revoke your consent, wish to receive a paper copy of any of the above information via U.S. mail, or need to update your email address indicated below.

- ☐ Yes, I provide my consent as described above
- ☐ No, I do not provide my consent for electronic delivery

\*Email address: \_\_\_\_\_

\*Custodially owned contracts: Provide the annuitant's email address. Other non-natural owners (*such as trusts*): Provide the email address of the authorizing signatory.

## 8 Disclosures

### USA PATRIOT ACT (This notice is printed in compliance with Section 326 of the USA Patriot Act)

#### IMPORTANT INFORMATION ABOUT PROCEDURES FOR APPLYING FOR AN INSURANCE POLICY OR ANNUITY CONTRACT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions, including insurance companies, to obtain, verify, and record information that identifies each person who opens an account, including an application for an insurance policy or annuity contract. What this means for you: When you apply for an insurance policy or annuity contract, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

## ➡ 9 Acknowledgments and Signature(s)

### 9(a) Replacement

- ☐ **Yes** ☐ **No** Do you have any existing life insurance or annuity contracts? (*Must check either Yes or No.*)
- ☐ **Yes** ☐ **No** Is the purchase of this annuity intended to replace, terminate, or change the value of any existing life insurance policies or annuity contracts? (*Must check either Yes or No.*)

Provide the replacement information on the required forms, which can be obtained from your licensed agent and include them with this Application.

### 9(b) Acknowledgements of Owner(s)

I represent that all statements and information provided herein are true and complete to the best of my belief and knowledge. I understand that the application will be attached to and made a part of the annuity contract. By signing below, I declare the following:

- I have consulted with my licensed agent and received and read the applicable product disclosure, Owner Acknowledgment and Disclosure Statement and any other related materials such as illustrations, which describe various product features, including but not limited to: (a) withdrawals; (b) withdrawal charges; (c) withdrawal charge schedule; (d) early withdrawal tax penalty; (e) start of an income plan; and (f) guaranteed lifetime withdrawal benefit.
- I have received the *Buyer's Guide for Deferred Annuities*.
- If I am a full-time, active-duty member of the US Armed Forces (to include a reserve unit serving under published orders for training), then the Disclosure for Military Sales is submitted with this application but is not a part of this application.
- I understand that I am purchasing an index annuity. I also understand that although the annuity values may be affected by an index, the contract does not directly participate in any stock or equity investments. In the event of changes in index values, no interest will be credited to the Index Account until the end of an Index Term, subject to applicable participation rates, and/or rate caps, and may be zero.
- I understand and acknowledge that The United States Life Insurance Company in the City of New York does not offer legal or tax advice and I have had the opportunity to seek such advice from the proper sources before purchasing this annuity.
- If I am funding a tax-qualified retirement plan with this annuity, I understand that (1) there are more robust insurance benefits offered in other annuities and (2) the annuity does not provide any additional tax deferral treatment beyond that which I already have under my plan.
- If I am funding a tax-qualified retirement plan with this annuity, I understand that the living benefit I elected may have limited usefulness with my Contract because partial Withdrawal(s) taken to satisfy the Required Minimum Distributions prior to the Activation Date might result in a proportional reduction in the Guaranteed Lifetime Income Amount or an inability to exercise the benefit altogether. If I plan to activate Withdrawals of the Guaranteed Lifetime Income Amount after my Required Minimum Distribution beginning date under the Contract, I will consider whether the benefit is appropriate for my circumstances. I will consult my tax advisor.
- My answers are representations and not warranties, and are true and correct to the best of my knowledge and belief.

**9 Acknowledgments and Signature(s)** *(continued)***9(c) Signature(s)**

Owner's signature \_\_\_\_\_ Date \_\_\_\_\_

Joint Owner's signature *(if applicable)* \_\_\_\_\_ Date \_\_\_\_\_

**10 Licensed Agent Acknowledgements and Signature(s)****10(a) Replacement**

- ☐ **Yes** ☐ **No** Do you have reason to believe that the owner has any existing life insurance or annuity contracts?
- ☐ **Yes** ☐ **No** Do you have reason to believe that any existing life insurance or annuity contract has been (or will be) replaced, surrendered, withdrawn from, loaned against, changed, or otherwise reduced in value in connection with this transaction, assuming that the contract applied for will be issued?

**10(b) Acknowledgments of Licensed Agent**

I certify that the application was signed and dated by the owner after all answers and information were recorded herein; and I have truly and accurately recorded on this form all of the information provided by the owner. Further, by signing below, I certify:

- I have instructed the owner to answer the questions in Section 9(a) appropriately. I am providing the replacement information on the required forms, and including them with this application, when applicable.
- I have delivered a *Buyer's Guide for Deferred Annuities* to the owner.
- If the owner is a full-time, active-duty member of the US Armed Forces *(to include a reserve unit serving under published orders for training)*, then the Disclosure for Military Sales is submitted with this application but is not a part of this application.
- I have reviewed the owner's financial situation and needs, including the financial resources used for the funding of the policy and the owner's financial time horizon, including duration of existing liabilities and obligations, and have determined that the owner has the financial ability to meet the financial commitments under the policy.
- It is my reasonable belief that based on the information the owner provided and based on all the circumstances known to me at the time the recommendation was made, the annuity being applied for, based on my recommendation, meets the owner's insurance needs and/or financial objectives.
- I have informed the owner of various features of the policy and potential consequences of the sales transaction, both advantages and disadvantages, and the basis of the recommendation. I represent that I have delivered the appropriate product disclosures and other related materials such as the compensation information regarding the manner in which I am compensated for the sale and servicing of this product, and have used only current, carrier-approved sales material.
- My recommendation was made with the care, skill, prudence and diligence that a prudent person acting in a like capacity and familiar with such matters would use under the circumstances prevailing.
- I understand that I must act in the best interest of the owner. I only considered the interests of the owner when making the recommendation to purchase this annuity. I may receive a commission from, or have another financial interest in, the recommended transaction. However, my recommendation is based solely on the owner's financial interests.
- I have verified the identity of the owner and annuitant, if the owner is non-natural, by reviewing a government-issued photo identification and any other required documentation.

**10(c) Licensed Agent Information**

1. Licensed Agent's Signature \_\_\_\_\_ SSN *(1st 5 digits only)* \_\_\_\_\_

Licensed Agent's Name *(print)* \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Licensed Agent ID Number \_\_\_\_\_ Email \_\_\_\_\_

Firm Name \_\_\_\_\_



---

**10 Licensed Agent Acknowledgements and Signature(s)** *(continued)*2. Licensed Agent's Signature \_\_\_\_\_ SSN *(1st 5 digits only)* \_\_\_\_\_Licensed Agent's Name *(print)* \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Licensed Agent ID Number \_\_\_\_\_ Email \_\_\_\_\_

**Commission Option:**☐ Option 1   ☐ Option 2   ☐ Option 3   ☐ Option 4   ☐ Option 5   ☐ Option 6   ☐ Option 7   ☐ Option 8   ☐ Option 9If more than one licensed agent, indicate applicable percentages *(must total 100%)*:

Licensed Agent 1 \_\_\_\_\_ Licensed Agent 2 \_\_\_\_\_

# Current Rates as of October 13, 2020



Rate are set by insurance company and subject to change prior to contract issue

The Power Index Premier NY Index Annuity is issued by The United States Life Insurance Company in the City of New York (USL). Guarantees are backed by the claims-paying ability of the issuing insurance company.

## Lifetime Income Builder guaranteed living benefit rider (GLB):

Lifetime Income Builder is an optional GLB rider available in the Power Index Premier NY Index Annuity and guarantees your Guaranteed Lifetime Income Amount—the maximum amount of income you can withdraw each year—can rise in changing markets or provide the flexibility to be taken immediately with an income percentage of 3.15% to 5.90% based on your age at the time of contract issue and the number of individuals covered under the GLB rider (single or joint Life)

## Current Income Percentages for the GLB

Age at issue of the Covered Person(s)		
Age at Issue	Single	Joint
50	3.65%	3.15%
51	3.75%	3.25%
52	3.85%	3.35%
53	3.95%	3.45%
54	4.05%	3.55%
55	4.15%	3.65%
56	4.25%	3.75%
57	4.35%	3.85%
58	4.45%	3.95%
59	4.55%	4.05%
60	4.65%	4.15%
61	4.75%	4.25%
62	4.85%	4.35%
63	4.95%	4.45%
64	5.05%	4.55%
65	5.15%	4.65%
66	5.20%	4.70%
67	5.25%	4.75%
68	5.30%	4.80%
69	5.35%	4.85%
70	5.40%	4.90%
71	5.45%	4.95%
72	5.50%	5.00%
73	5.55%	5.05%
74	5.60%	5.10%
75	5.65%	5.15%
76	5.70%	5.20%
77	5.75%	5.25%
78	5.80%	5.30%
79	5.85%	5.35%
80	5.90%	5.40%

Current Income Percentage Increase for the GLB:
0.15% <sup>1</sup>

Please see the reverse for Important Information. Refer to the Owner Acknowledgment and Disclosure Statement as well as the marketing brochure for complete details.

<sup>1</sup>The income percentage increases by 0.15% each year until you elect to begin lifetime income withdrawals or your contract's 15th anniversary, whichever comes first.

**Important Information:** After activating income, withdrawals that exceed the Guaranteed Lifetime Income Amount (GLIA), except for permitted Required Minimum Distributions (RMDs) based on this contract, will reduce the GLIA. Withdrawals may be subject to withdrawal charges, as well as federal and/or state income taxes. An additional 10% federal tax may apply if you make withdrawals or surrender your annuity before age 59½. Consult your tax advisor regarding your specific situation.

Index annuities are not a direct investment in the stock market. They are long-term insurance products with guarantees backed by the claims-paying ability of the issuing insurance company. They provide the potential for interest to be credited based in part on the performance of the specified index, without the risk of loss of premium due to market downturns or fluctuations. Index annuities may not be suitable or appropriate for all clients.

You may elect the Lifetime Income Builder guaranteed living benefit (GLB) rider at the time of contract purchase for no fee. Lifetime Income Builder GLB rider may reduce the rates on the index interest account(s) you elect. Please refer to the Owner Acknowledgment and Disclosure Statement provided to you for details regarding your index annuity and the living benefit rider.

This information is general in nature, may be subject to change and does not constitute legal, tax or accounting advice from any company, its employees, financial professionals or other representatives. Applicable laws and regulations are complex and subject to change. Any tax statements in this material are not intended to suggest the avoidance of U.S. federal, state or local tax penalties. For advice concerning your situation, consult your attorney, tax advisor or accountant.

Power Index Premier NY is issued by **The United States Life Insurance Company in the City of New York (USL)**, 175 Water Street New York, NY 10038. Power Series Single Premium Deferred Fixed Index Annuity, Contract number: USL-800 (12/19). USL is a member of American International Group, Inc. (AIG). The underwriting risks, financial and contractual obligations and support functions associated with the annuities issued by USL are its responsibility. Guarantees are backed by the claims-paying ability of USL.



I6200OA1 (10/20)

Owner Acknowledgment and Disclosure Statement

Power Index Premier® NY  
Index Annuity Contract Form Number AG-800 (12/12)

The United States Life Insurance Company  
in the City of New York  
P.O. Box 2708, Amarillo, TX 79105-2708  
Telephone: 888-438-6933

Please read this document carefully before purchasing and keep it for your reference. It describes key benefits, costs and risks associated with these index annuities so you can determine if it will meet your financial needs and goals.

Sign and date the last page to confirm that you understand the index annuity contract you are purchasing.  
The contract you will receive, including riders and endorsements attached to it, have complete details about benefits and restrictions associated with the Contract.

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What is the purpose of this document?

We want to be sure you're aware of the benefits, costs and risks associated with this index annuity contract before you buy it. **You should read this document carefully.** It provides a summary of the key elements of the contract. Please carefully consider whether the purchase of the **Power Index Premier NY** index annuity helps meet your needs and goals, and is appropriate for your financial situation. Then, when you receive your contract package from us, carefully read the contract and all its riders and endorsements. These documents have complete details about how the contract works.

Not a deposit • May lose value • No bank or credit union guarantee • Not insured by a federal government agency or FDIC/NCUA/NCUSIF

## Introduction

### *What is this product?*

**Power Index Premier NY** is a single premium deferred fixed index annuity ("index annuity") from The United States Life Insurance Company in the City of New York ("we" or "the company"). **This annuity offers interest crediting that is linked to the price changes in the S&P 500® Index, the MSCI EAFE Index®, and the Russell 2000 Index.** These indices are unmanaged and are not available for direct investment. They do not include the dividends paid on the stocks that comprise them, so the dividends paid on the securities underlying the indices are not included in the index return. Over the 10-year period ending December 31, 2019, the annual returns on each of the three indices above (without dividends) were lower by an average of 2.34%, 3.43%, and 1.52%, respectively, compared to the same index with dividends. **If the publication of any of the indices shown below is discontinued, or the calculation of any of the indices is changed substantially US Life will adopt a similar index and notify you.**

This annuity has a withdrawal charge. Withdrawals made during the withdrawal charge period could result in your receiving less than the premium paid. Partial withdrawals in excess of allowable amounts can reduce the benefits under the contract.

**Power Index Premier NY** offers an optional guaranteed living benefit (GLB) rider. The optional benefit is designed to provide a guaranteed level of future income for life, even if your contract value goes to zero.

You put money (known as your "premium") in one or more index interest account(s). The index interest account(s) can credit interest in a way that gives you some exposure to positive changes in the financial markets while limiting your downside risk. **This annuity does not participate directly in any stock or equity investment.** You can convert your money into a regular stream of income (known as "annuitizing").

Details about the interest accounts, GLB riders, withdrawal charges and annuitizing are found later in this document.

### *How does Power Index Premier NY work?*

**Power Index Premier NY** credits interest on the money you put in the index interest accounts. The interest we credit on the index interest accounts is calculated using a number of factors that apply to the performance of the specific index associated with each account. These factors may reduce the index performance percentage that is credited, and are designed to help the company manage the costs of offering the contract. After your contract is issued, we have the flexibility to change the factors on future contract anniversaries. Changes may increase or decrease the interest rate we credit. Please read carefully the definitions of these factors on the next page and ask your financial professional any questions in order to fully understand how each option works and which factors may impact your potential interest earned.

You may receive no interest if the index used to determine interest crediting does not increase, or decreases. Also, any positive change in the index at the end of the index term can be reduced by the factors that apply. You could lose some of the premium you paid if you withdraw money and are charged a withdrawal charge.

#### **Definitions of Terms Introduced**

**Riders/Endorsements:** Additional documents that go with your contract and contain the details about the features and benefits of your contract.

**Tax-deferred interest:** Interest on which no tax is payable until it is withdrawn.

**Withdrawal charge:** A charge that may be assessed against the amount of a withdrawal during the withdrawal charge period.

**Index interest accounts:** Options designed to provide opportunity for growth of your money. They allow potential interest to be added to your contract based on an index (e.g., the S&P 500® Index (excluding dividends)) that tracks the performance of financial markets.

**Please see Appendix A for numerical examples that will help you better understand how the Index Interest Accounts work.**

## Your Contract and Interest Crediting Accounts

The following factors work together as explained below to determine interest to be credited to your contract.

- **Index term:** The time period over which the change in the index will be calculated using the factors below. The index term may be one, two or five years depending on what is available to you.
- **Index rate cap:** The maximum rate of interest that can be credited to an index interest account. The index rate cap declared for each index term will never be lower than the stated minimums in your contract. Please see "Your Initial Rate and Rate Changes".

The rates we set for the index rate caps vary depending on the index interest account option(s) you choose and may also vary depending on whether you choose a GLB rider.

The contract may provide higher index rate caps on premium amounts of \$100,000 or more than on premium amounts of less than \$100,000.

The amount of interest credited at the end of the index term depends on:

- 1) how the index changes over the term,
- 2) the index interest account(s) utilized,
- 3) applicable index rate caps, and
- 4) contract value held in the index interest account(s) at the end of the term.

**The index interest rate will never be less than zero.** If an index interest calculation results in a negative number, no interest would be credited. You may receive little or no interest if the index used to determine interest crediting doesn't increase, or decreases. Also, any positive change in the index at the end of an index term can be reduced by the factors that apply. You could lose some of the premium you paid if you withdraw money that is subject to withdrawal charge.

## Your Initial Rates and Rate Changes

You can obtain current and minimum guaranteed rates from your financial professional or the accompanying Current Rates flier, but your actual initial rates will be determined at the time your contract is issued (issue date). At the end of each index term, we may change the rates for the coming term. New rates will be provided to you on the annual statement for your contract and will be guaranteed for the length of the upcoming index term. Factors that influence the declared renewal index rate caps include, but are not limited to, the level of US treasury rates, credit spreads on corporate bonds and other fixed income instruments, company asset-liability matching strategies, the length of the contract withdrawal charge period and the number of years since your annuity contract was issued.

## Where can I put my premium?

Your premium will be allocated to the available index interest account described below and as specified on your application. The index interest account allows interest to be credited at the end of the term based in part on the performance of the associated index.

Index Interest Account	
<i>Point-to-Point With Rate Cap Index Interest Account</i>	The rate of interest credited will equal the percentage change of the applicable index over the selected index term from one contract anniversary to the contract anniversary at the end of the term, subject to the declared index rate cap.

## What Indices are available for the Index Interest Account(s)?

The MSCI EAFE Index®, Russell 2000® Index, and S&P 500 Index® may be available, please check with your financial professional.

Please see important information about the indices in Appendix D.

## Can I transfer / reallocate money between accounts?

Yes. You can transfer into any of the available accounts on any contract anniversary, but note that if any multi-year term accounts are added, you would only be able to transfer out of those accounts at the end of a term. The minimum transfer amount is \$100. You have 20 days from date of our notification to provide transfer instructions to

### Definitions of Terms Introduced on This Page

**Declared:** Current as determined and stated by the insurance company.

our Annuity Service Center. The transfer will be effective as of the most recent previous contract anniversary, provided your instructions are received by the 20th day after date of notification.

***How is my contract value calculated?***

When you first purchase your contract, the contract value equals your premium. If you put money in the index interest account(s), we determine whether any interest can be credited to the contract value at the end of the index term, as described earlier, and add it to your contract value if greater than 0%.

If you take a withdrawal, we make a reduction to the contract value for that withdrawal along with any charges that apply, as described in your contract. **No interest is earned on amounts deducted (including charges) from your contract value at any time during the term regardless of how long during the term the money was in the index account prior to the withdrawal.** The reduction to contract value is applied proportionally to the index accounts to which contract value is allocated based on allocation immediately prior to each partial withdrawal.

***What is the minimum accumulation value (MAV)?***

**Power Index Premier NY** includes a minimum accumulation value which is an amount guaranteed to be available for withdrawal upon surrender (withdrawing all your money), payment of a death benefit or upon beginning an Income Plan. The minimum accumulation value is your premium, accumulated on a daily basis at the minimum growth rate of 1.00%, less reductions for withdrawals taken (including withdrawal charges) as described in your contract.

***How do my contract value and my minimum accumulation value interact?***

On the 7th contract anniversary and on every contract anniversary thereafter, the contract value will never be less than the minimum accumulation value as described above. When the minimum accumulation value is greater than the contract value, the contract value will be reset to equal the minimum accumulation value. The company will allocate the amount added to the contract value applicable to this reset proportionally to each index account to which the owner's contract value is allocated. When the contract value is greater than the minimum accumulation value, the minimum accumulation value is reset to equal the contract value.

## Withdrawals and Income

### Can I take withdrawals from my annuity contract?

Yes. You can access your money in one of two ways: withdrawals or annuitization (converting your contract value into a guaranteed stream of income payments).

<p><b>Withdrawals</b></p>	<p><b>Withdrawals</b> can be taken at any time (minimum \$1,000 per withdrawal), or you can set up a systematic withdrawal program to receive regular, scheduled amounts (minimum of \$100 per withdrawal). The minimum remaining contract value after any withdrawal must be \$2,500. Here are the three types of <b>penalty-free withdrawals</b> you may make:</p> <ul style="list-style-type: none"> <li>• <b>Penalty-Free withdrawals</b>—After the first contract year, you are allowed to withdraw up to 10% of the contract value as of the preceding contract anniversary, without any withdrawal charges. You may not carry over the unused portion of the penalty-free withdrawal amount to the next contract year .</li> <li>• <b>Penalty-Free withdrawals under the optional guaranteed living benefit (GLB) rider</b>—The GLB rider(s) provide for guaranteed lifetime withdrawals that are not subject to the charges described below if such withdrawals are taken under the terms of the rider. The GLB rider(s) are detailed later in this document.</li> <li>• <b>Penalty-Free withdrawals of required minimum distributions (RMDs)</b> at any time, including the first contract year, that are based solely on your <b>Power Index Premier NY</b> contract value. See further discussion of RMDs below.</li> </ul> <p><i>All withdrawals will reduce your contract value. All withdrawals except the penalty-free withdrawals described above taken during the withdrawal charge period will be subject to charges. See Appendix B for impact of withdrawals to your contract value and minimum accumulation value.</i></p>
<p><b>Annuitization/ Income Plan</b></p>	<p>You can annuitize the contract, also known as beginning an income plan. Beginning an income plan means converting the contract value permanently into a stream of payments. The payments take place over a specific amount of time you choose, with options that guarantee payments for life. Once you begin your income plan, you will not have any further access to your contract value. You or your designated payee will receive your money only via the annuity payments.</p>

### What charges and adjustments might apply to withdrawals?

If you have not elected to begin taking lifetime income withdrawals, a charge may be assessed against the amount of the withdrawal when you take money out of your contract during the withdrawal charge period. The withdrawal charge applies to amounts withdrawn that exceed any penalty-free withdrawals. The percentage charged against the withdrawal amount depends on how long you've had the contract. Once lifetime income withdrawals have begun, there is no withdrawal charge on withdrawals less than or equal to the guaranteed lifetime income amount (GLIA) (and/or the allowable RMD amount, if greater; see RMD discussion below) or after the withdrawal charge period ends.

### Withdrawal Charge Schedule

Contract Year	1	2	3	4	5	6	7	8+
Withdrawal Charge	9%	8%	7%	6%	5%	4%	3%	0%

#### Definitions of Terms Introduced on This Page

**Contract year:** The year between one contract anniversary and the next.



**What is the impact of withdrawal charges on IRS mandated Required Minimum Distributions?**

If you purchase your annuity under a tax-qualified retirement plan (e.g., an IRA), the Internal Revenue Code ("IRC") generally directs that a minimum amount of retirement income must be taken each year beginning in the year the owner turns age 72. These payments are known as Required Minimum Distributions (RMDs). For such qualified contracts:

- Withdrawal charges will not apply to RMD amounts that are based solely on your **Power Index Premier NY** contract value (not in combination with other IRAs) at any time after issue, including the first contract year.
- The minimum partial withdrawal amount of \$1,000 outlined above does not apply to RMDs.
- RMD amounts do count as part of the 10% penalty-free withdrawal amount, thereby reducing or possibly eliminating the ability to take other penalty-free withdrawals within a contract year.
- Failure to satisfy the RMD requirements may result in a tax penalty. You should consult your tax advisor for more information.

**How is my contract value calculated if I want to withdraw all my money (i.e., surrender the contract)?**

If you withdraw all your money from the contract, you will receive the "cash surrender value," and your contract terminates. Upon surrender, you will receive an amount that is equal to the greater of:

- the contract value less applicable withdrawal charge or
- the minimum accumulation value as described above, reduced by the following amount:  
Withdrawal Charge Percentage x (Minimum Accumulation Value - Penalty Free Withdrawal)

**When can I begin an income plan?**

You may begin an income plan, also known as "annuitizing," after the first five contract years but no later than the contract's maturity date. The maturity date is the owner's or, if jointly owned, the older owner's 95th birthday. Payments automatically begin on the maturity date unless you surrender the contract on or before that date. The amount that is used to determine your income payments is generally your contract value, including any partial index interest through the date the income plan begins. And while beginning an income plan prior to the end of the withdrawal charge period will cause you to incur charges as explained above, the amount on which your payments are based will never be less than the minimum withdrawal value. You cannot annuitize only a portion of your contract value; payments must be based on the entire contract value as adjusted for any applicable charges, or on the alternative minimum withdrawal value. Once you begin your income plan, the death benefit will terminate. Please see "Additional Information about the Contract."

If you plan to annuitize your contract in the first five years, you should consider whether not electing a GLB rider is more appropriate for you.

**What income plans are available with my contract?**

You have five income plan options. Payments may be set up under one of these options or under another plan mutually agreeable to you and the company. If a life income option is chosen, the specific amount of the payments is determined based on:

- the greater of contract value or minimum accumulation value
- the age of the annuitant (the person on whose life expectancy the contract is based—generally, the owner); and
- the gender of the annuitant.

<b>Life Income</b>	Pays income for as long as the annuitant lives.
<b>Joint and Survivor Life Income</b>	Pays income until both the annuitant and a designated second person have died.
<b>Joint and Survivor Life Income with 10 or 20 Years Guaranteed</b>	Pays income until both the annuitant and a designated second person have died, unless they die before the guaranteed annuity income payments have been made. In that case, income payments will continue to the beneficiary for the rest of the guaranteed 10 or 20 years.
<b>Life Income with 10 or 20 Years Guaranteed</b>	Pays income for as long as the annuitant lives. If the annuitant dies before the guaranteed annuity income payments have been made, the income payments will continue to the beneficiary for the rest of the guaranteed 10 or 20 years.
<b>Period Certain</b>	Pays income for a specified period of years from 5 to 30 years.

If you do not choose an income plan option listed above, you will be defaulted to the income plan provided for under your contract. Not all annuity options may be available for IRA owners.

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## **Guaranteed Living Benefit Rider**

### **Lifetime Income Builder**

#### ***Is the Guaranteed Living Benefit optional?***

Yes. You may elect the GLB on your application when you purchase the contract. Keep in mind that choosing the Lifetime Income Builder guaranteed living benefit (GLB) rider may impact the rates on the index interest account you use.

#### ***What benefits do the GLB riders provide?***

The rider provides an annual guaranteed lifetime income amount (GLIA) that can be taken in a stream of withdrawals over your lifetime. The GLIA is the maximum amount that may be withdrawn each contract year under the GLB rider.

The GLIA is based on the greater of your contract value or minimum accumulation value when you begin income, multiplied by the applicable income percentage. Your initial income percentage grows by a set income percentage increase until you elect to begin lifetime income withdrawals or your contract's 15<sup>th</sup> anniversary, whichever comes first. Even if GLIA withdrawals reduce your contract value to zero, GLIA payments will continue as long as you live or, if joint coverage is elected, as long as either of you live.

Taking a GLIA withdrawal is the same as taking any other withdrawal – it will reduce your contract value, cash surrender value and death benefit available under your contract.

Note: If this annuity is an IRA and you have elected the GLB rider, the benefit may have limited usefulness if you take partial withdrawals to satisfy RMDs prior to activating the GLIA withdrawal. Such pre-activation RMDs might result in a proportional reduction in the GLIA or an inability to exercise the benefit altogether.

#### ***What does a GLB rider cost?***

There is no fee or charge for the GLB rider.

#### ***How do I begin my GLIA withdrawals?***

You may elect to begin receiving GLIA withdrawals at any time after your contract is issued. You must submit a withdrawal form to the company to request lifetime income withdrawals. Note: once you make your election, the income percentage used to calculate your GLIA is set and your GLIA will no longer increase, even if you decide not to take withdrawals every year.

#### ***How much can I receive each year through Lifetime Income withdrawals under the GLB rider?***

The rider guarantees a specific amount to be available each year for the remainder of your life (or the lives of you and your spouse if joint coverage is elected) so long as all withdrawals stay within the terms of the rider. This amount is your GLIA.

Your GLIA is determined at the time you begin lifetime income withdrawals. To calculate the GLIA, we multiply the greater of your contract value or the minimum accumulation value by the applicable income percentage as of the date of your first income withdrawal. The initial percentage is determined on the date of purchase. It is based on your age (or the age of the younger of you and you jointly covered spouse) on the contract issue date and whether you elect single or joint coverage. You can obtain the current income percentages from your financial professional or accompanying GLB Rate Sheet, but your actual initial income percentage will be determined on the contract issue date and will be set forth on the rider data page.

Your income percentage will be adjusted upward by a set percentage every year you wait to begin lifetime income withdrawals. Your income percentage increase will be set forth on the rider data page. Ask your financial professional for the current income percentage increase. Once you begin lifetime increase withdrawals under the rider, the GLIA will be calculated as described above and will no longer increase. Note: Income percentages and the income percentage increase relate only to your GLIA and are not rates of return added to your contract value. After beginning lifetime income withdrawals, the GLIA will not decline as long as you take withdrawals within the terms of the rider (including certain RMD withdrawals discussed below). For example, withdrawals up to the GLIA will not

incur withdrawal charges, even if they exceed the penalty-free withdrawal amount under the contract. However, the GLIA could decrease if you make an excess withdrawal.

***What are excess withdrawals and how do they impact the GLB rider?***

After you elect to begin lifetime income withdrawals under the GLB rider: When you elect to begin lifetime income withdrawals, your income percentage and GLIA will no longer be adjusted upward by income percentage increases. However, the GLIA may be decreased by excess withdrawals. If any portion of a withdrawal exceeds the GLIA (except for certain RMD withdrawals described below), the amount in excess of the GLIA will be considered an excess withdrawal. This excess withdrawal will permanently reduce the GLIA available for future years in the same proportion that the excess withdrawal reduces the greater of contract value or minimum accumulation value. An excess withdrawal that reduces your contract value to zero at any time will terminate the GLB rider and the contract.

Before you elect to begin lifetime income withdrawals under the GLB rider: Withdrawals taken before you elect to begin income (including RMDs) are not considered excess withdrawals under the GLB rider; they will, however, reduce the contract value and minimum accumulation value, the greater of which is used to calculate your GLIA, when you begin your lifetime income withdrawals. As state above, beginning RMDs before you activate lifetime income withdrawals can limit the usefulness of the GLB rider.

**Please see Guaranteed Lifetime Withdrawal examples in Appendix C.**

***If I own this contract within a retirement plan or if it is a tax-qualified contract such as an IRA, how do Required Minimum Distributions (RMDs) impact my guaranteed lifetime income withdrawals?***

In any year that RMDs are taken before lifetime income withdrawals begin, they will not be considered excess withdrawals, but they will reduce your contract value (which is used to calculate your GLIA at the time of income election). Once you elect to begin lifetime income withdrawals, RMDs from this contract in any single year will not be treated as excess withdrawals, even if they exceed the GLIA. If you must take RMDs from your Power Index Premier NY contract after lifetime income activation and want to ensure that these withdrawals are not considered excess withdrawals, your total distribution(s) during the current contract year must not exceed the greater of the GLIA or the RMD amount as calculated by our Annuity Service Center. If you are transferring from another company and are already 72, you should take the current tax year's RMD prior to the transfer since we are unable to calculate RMDs for products issued by other carriers for which we do not have access to pertinent information.

***What happens to the GLB rider upon my death?***

There are certain options described below which, pursuant to federal tax law, are available only to spousal beneficiaries. For joint, owners, your spouse is automatically your sole primary beneficiary. Single owner contracts must designate the spouse as sole primary beneficiary in order to take advantage of these options. Single owners should read the following information very carefully before naming a beneficiary other than their spouse.

Single Covered Person: Single or jointly owned contracts may cover a single life (single covered person) under the GLB rider.

- Under single owned contracts, the contract and the rider will terminate and no further lifetime income withdrawals will be made (or begun) upon the death of the single covered person (who is also the owner).
- Under jointly owned contracts, the older joint owner must be the single covered person and the joint owners must be spouses and each other's sole primary beneficiary. A surviving single covered person may continue the contract and the rider: if lifetime income withdrawals have begun, they may continue; if they have not begun, the surviving single covered person/spouse may elect to begin them at any time. Rider benefits will cease, however, upon the death of the single covered person. The surviving spouse may continue the contract but the rider and all lifetime income payments will be terminated.

Joint Covered Person: Single or jointly owned contracts also cover both spouses (joint covered persons) under the GLB rider.

- Under jointly owned contract, the joint owners must be spouses, the joint covered persons and each other's sole primary beneficiary. A surviving spouse may choose to continue the contract and the rider: if lifetime income withdrawals have begun, they may continue; they have not begun, the surviving spouse may elect to begin them at any time. Alternatively, the surviving spouse may choose to receive any contractual death benefit. However, choosing the death benefit will terminate the contract as well as the GLB rider and any lifetime income benefits.

- Under single owned contracts, the joint covered persons must be spouse, and the owner's spouse must be the sole primary beneficiary. Upon the death of the owner, if the contract value is greater than zero, the surviving spouse will have the same options described immediately above.

### ***What happens to the GLB rider upon the maturity date?***

The maturity date is the 95<sup>th</sup> birthday of the owner (or older joint owner). If you have previously started lifetime income withdrawals, your lifetime income payments will continue, even if the contract value is reduced to zero. If you have not begun lifetime income withdrawals, you must either: use the contract value to begin an income plan (annuitize) under the provisions of the contract (see "When can I begin an income plan?" above); surrender the contract; or elect to begin lifetime income withdrawals. If you do not take action by the maturity date we will automatically begin your lifetime income withdrawals on the first day of the month following the maturity date.

### ***Are there circumstances under which the GLB rider will be terminated?***

The GLB rider will be terminated upon the occurrence of any one of the following:

- Death of the covered person, or if there were two covered persons, upon the death of the surviving spouse
- Payment of a death benefit
- Full surrender of the contract or beginning of an income plan ("annuitization")
- Reduction of the contract value to zero due to an excess withdrawal
- The occurrence of any ownership change that removes all covered persons from the contract

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## **Additional Information about the Contract**

### ***The Contract***

- The contract is designed to help people meet long-term financial goals. It's available to people age 85 and younger, age 50 to 80 if a GLB rider is elected.
- Please see the contract, including each rider and endorsement attached to it, for a complete description of the benefits and restrictions associated with the contract.
- Index rate caps, along with other features, including the availability of certain riders, may vary depending on the selling firm/agent through which you purchase your contract. Please check with your financial professional.
- **Right to Examine the contract:** The contract may be returned to us or your financial professional within 20 days for non-replacements; 60 days for replacements after delivery if you are not satisfied with it for any reason. We will return your premium minus any withdrawals.

### ***What happens upon my death?***

If the contract value or the minimum accumulation value is greater than zero, the beneficiary will receive a death benefit, which is an amount paid when you, as the owner, die. As an alternative, a spouse can decide to continue the contract ("spousal continuation") as the contract owner, in which case the death benefit will be paid upon the second owner's death. If your contract is jointly owned, you and the joint owner (joint annuitant if non-natural ownership) are each other's primary beneficiary. Any other beneficiary designation will be treated as a contingent beneficiary. A death benefit is not subject to withdrawal charges. The death benefit will equal the greater of:

- a) the contract value, OR
- b) the minimum accumulation value as described above.

The contract value calculation includes any index interest up to the date we receive required documentation for the death claim.

Non-spousal beneficiaries or non-spousal joint owners can annuitize the contract within one year or take a lump sum within 5 years of death of owner. If you die after an income plan has begun, payments based on the lifetime of the owner will end unless the selected option includes a specified number of guaranteed years.

For qualified contracts, death benefit options may be limited for non-spousal or other certain beneficiaries.

### ***Can I own the contract along with someone else?***

Yes. The company allows this contract to be owned by two people ("jointly owned") if they are spouses (as determined for federal tax law purposes). The age of the older owner is used to determine the availability of most age-driven benefits. If your contract is jointly owned, the surviving joint owner is the sole beneficiary. Joint

annuitants, if any, when the owner is a non-natural person shall be each other's sole beneficiary, except when the owner is a charitable remainder trust. Any other Beneficiary designation will be treated as a contingent beneficiary.

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## **Other Information You Should Know**

### ***Commissions and Compensation to Financial Professionals and Selling Agencies***

We pay commissions and other sales expenses and incentive compensation from our general assets and revenues, which include amounts we earn from fees and charges under the contracts. We set the rates and terms of an index annuity contract and these rates and terms reflect, in part, the compensation paid to your financial professional and/or selling agency for the sale of the contract. The amount and type of commissions will vary depending on the agreements we have with a particular selling agency and/or financial professional, and may be higher for financial professionals that sell a larger number of our contracts. Financial professionals may receive additional compensation or incentive compensation from us as a reward for things like achieving certain sales volume levels and other measures. In addition, financial professionals and/or selling agencies may be associated with independent marketing organizations (IMOs) which have agreements with us. In these instances, we may also pay the commission and/or incentive compensation to the IMO. We may pay commissions and other incentive compensation, in whole or in part, directly to the IMO, and the IMO may in turn pay the financial professional a commission. **You should discuss with your financial professional how they are compensated for sales of a contract and/or any real or perceived conflicts of interest. You may wish to take such compensation into account when considering or evaluating any recommendation relating to this contract.**

### ***Index Substitution***

We may substitute an alternative index or discontinue an index interest account under certain circumstance. We will provide you a written notice before an alternative index is used or an index interest account is terminated and will explain your options. We will at all times make at least one index interest account available under the contract.

### ***The Insurance Company***

United States Life Insurance Company in the City of New York (USL) offers a wide variety of retirement and financial products, including life insurance and annuities. This annuity contract is backed by the claims-paying ability of USL, the issuing company. The company's address is:

United States Life Insurance Company in the City of New York  
2727-A Allen Parkway  
Houston, TX 77019-7100  
800-445-7862 • [www.aig.com/annuities](http://www.aig.com/annuities)

United States Life Insurance Company in the City of New York is a member of American International Group, Inc. (AIG).

### ***Considerations for Military Service Members***

If you are an active duty full-time service member, and are considering purchasing this contract, please read the following important information: Subsidized life insurance is available to members of the Armed Forces from the Federal Government under the Servicemembers' Group Life Insurance program (also referred to as "SGLI"). More details may be obtained on-line at the following website: [www.insurance.va.gov](http://www.insurance.va.gov). This contract is not offered or provided by the Federal Government and the Federal Government has in no way sanctioned, recommended, or encouraged the sale of this contract. No entity has received any referral fee or incentive compensation in connection with the offer or sale of this contract, unless that entity has a selling agreement with the company.

### ***Taxes***

This discussion regarding the tax treatment of an annuity contract or retirement plan and program is intended for general purposes only. It is not tax advice, either general or individualized. You should not interpret this discussion to provide any predictions or guarantees of a particular tax treatment. The information provided here is generally based upon the company's understanding of current tax rules and interpretations. Tax laws are subject to change, and while many such changes will only apply going forward, you should recognize that a change could have retroactive effect as well. Neither USL nor its agents or representatives are authorized to give legal, tax or accounting advice. You should seek competent tax or legal advice, as you deem necessary or appropriate, regarding your own circumstances. The company does not guarantee the tax status or treatment of your annuity.



This single premium income product may not be appropriate for use with contributory IRAs (IRA, ROTH, SEP) if you plan to make ongoing contributions. Contracts in retirement plans and accounts such as IRAs, 401(k)s, 403(b)s, etc., are tax deferred regardless of whether or not they are funded with an annuity. If you are considering funding a tax-qualified retirement plan with an annuity, you should know that an annuity does not provide any additional tax-deferred treatment of interest beyond the treatment by the tax-qualified retirement plan itself. However, annuities do provide other features and benefits such as income options and optional guaranteed benefits.

***How Withdrawals Are Taxed***

Annuities are tax-deferred, which means you or your beneficiary don't pay taxes on the interest credited until the money is paid to you or, in the case of a death benefit, to a beneficiary. If a non-natural person, e.g. a corporation, partnership, or other entity, is the owner of the deferred annuity, the annual growth is taxable unless the entity is acting as the agent of a natural person. When you receive a payout or take a withdrawal (including withdrawals under a GLB rider), you pay ordinary income taxes on the taxable amount, including any interest earned. If you take withdrawals before age 59½, an additional 10% federal tax may apply. Effective January 1, 2013, certain contract owners may be subject to an additional net investment income tax (NIIT) on income received from non-qualified annuities. Distributions from certain retirement plans (such as traditional and Roth IRAs) are generally not subject to NIIT. You should consult your tax advisors regarding your specific situation.

If you **annuitize** your non-qualified contract, a portion of each annuity income payment will be considered, for tax purposes, to be a return of a portion of your premium, generally until you have received your entire premium. Any portion of each annuity income payment that is considered a return of your premium will not be taxable. Once the investment in the contract (or premium) is exhausted, all future payments will be fully taxable.

Generally, 100% of payments received, whether through withdrawals or annuitization, from a contract held within a retirement plan or account such as an IRA or 401(k) will be taxable. Amounts received from a contract held as a ROTH IRA will generally not be taxable. Certain limitations may apply.

***What if I want to exchange one annuity for another?***

Under IRC 1035, generally you can exchange one tax-deferred annuity contract for another in its entirety without paying taxes on the credited interest at the time of the exchange, provided no other property or money is distributed as part of the exchange. Special rules and procedures apply to IRC Section 1035 exchanges. Partial exchanges of annuity contracts are subject to different rules. Please consult your tax advisor. Before you exchange one contract for another, we recommend you compare the benefits, features, and costs of the two annuity contracts. For **Power Index Premier NY**, you pay a withdrawal charge if you make a 1035 exchange during the first 7 contract years.

***Important Information About Procedures for Applying for an Insurance Policy or Annuity Contract (US Patriot Act)***

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions, including insurance companies, to obtain, verify, and record information that identifies each person who opens an account, including an application for an insurance policy or annuity contract. What this means for you: When you apply for an insurance policy or an annuity contract, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

## **Appendix A: Index Interest Account Numerical Examples**

All rates used in examples are hypothetical and do not represent any specific contract.

### ***General Assumptions***

- \$10,000 is the contract value in the Index Interest Account being considered for interest crediting at the end of the index term
- No withdrawals have been taken
- Beginning index value: 1,000
- Ending index value: 1,060
- Index rate cap: 2.50%

### ***Calculations***

- (a)  $(1,060 \text{ ending index value} / 1,000 \text{ beginning index value}) - 1 = 6\%$  index percentage change
- (b) Lesser of **6%** index percentage change x **100%** participation rate or **2.50%** index rate cap = **2.50%** index interest credited rate
- (c) Index interest credited to the index interest account = **\$10,000 x 2.50% = \$250**

## **Appendix B: Withdrawal Examples**

Partial Withdrawals reduce the Contract Value and the Minimum Accumulation Value on the date of each withdrawal. The reduction of Contract Value is applied proportionally to the index accounts to which Contract Value is allocated based on allocation immediately prior to each partial withdrawal. The reduction for each withdrawal is determined based on the following:

- 1) the greater of the Contract Value or the Minimum Accumulation Value will be reduced by the amount of the withdrawal (dollar-for-dollar); and
- 2) the lesser of the Contract Value or the Minimum Accumulation Value will be reduced by an amount based on the proportion by which the greater value is reduced by the partial withdrawal described in 1.) above.

### **Example 1: Minimum Accumulation Value less than Contract Value**

***Contract Value = \$100,000***

***Minimum Accumulation Value = \$95,000***

***Partial withdrawal = \$10,000***

- The Contract Value is greater value and is reduced by the amount of the withdrawal of \$10,000.
- The Minimum Accumulation Value is the lesser value and is reduced by the proportion that the partial withdrawal represents of the Contract Value which is  $\$10,000/\$100,000$  or 10%.
- The resulting Contract Value after the partial withdrawal is: \$90,000 ( $\$100,000 - \$10,000$ ).
- The reduction to Minimum Accumulation Value is 10% of \$95,000 which equals a reduction of \$9,500.
- The resulting Minimum Accumulation Value after the withdrawal is \$85,500 ( $\$95,000 - \$9,500$ ).

### **Example 2: Minimum Accumulation Value greater than Contract Value**

***Contract Value = \$100,000***

***Minimum Accumulation Value = \$110,000***

***Partial withdrawal = \$11,000***

- The Minimum Accumulation Value is greater value and is reduced by the amount of the withdrawal of \$11,000.
- The lesser value of Contract Value and is reduced by the proportion that the partial withdrawal represents of the Minimum Accumulation Value which is  $\$11,000/\$110,000$  or 10%.
- The resulting Minimum Accumulation Value after the partial withdrawal is: \$99,000 ( $\$110,000 - \$11,000$ ).
- The reduction to Contract Value is 10% of \$100,000 which equals a reduction of \$10,000.
- The resulting Contract Value after the withdrawal is \$90,000 ( $\$100,000 - \$10,000$ ).



## Appendix C: Guaranteed Living Benefit Rider Examples

### Example 1: Calculation of the Guaranteed Lifetime Income Amount (GLIA)

Here's how we determine the guaranteed lifetime income amount. The example is hypothetical and does not represent any specific contract.

#### Assumptions

- \$100,000 single premium received during first 60 days
- Issue age 65
- Lifetime income activation in 5 years at age 70
- Lifetime income percentage: 5.50% (based on your age at issue)
- Income percentage increase: 0.25%
- Assumed Annual Credited Rate: 1.50%
- Minimum Growth Rate: 1.00%
- No withdrawals prior to beginning lifetime income withdrawals

*Income percentages and income percentage increases are periodically set by the company and may differ from what is assumed in this example. Please ask your financial professional for the current income percentages and income percentage increase.*

**Step 1:** Calculate the Income Percentage based on the desired income election age. Remember:

- We take the initial income percentage at issue (5.50%)
- And apply the income percentage increase of 0.25% for each year you defer income, up to income activation or 15 years.

**Income percentage at attained age 70 = 5.50% (based on age at issue of 65) + (5 x 0.25%) = 6.75%**

**Step 2:** The contract value and the minimum accumulation value at the end of policy year 5, including interest credited and assuming no prior withdrawals is equal to:

**Contract Value = \$100,000 + \$7,728.40 = \$107,728.40**

**Minimum Accumulation Value = \$100,000 + \$5,101.01 = \$105,101.01**

**Step 3:** When you elect to begin lifetime income withdrawals, we determine the total GLIA, or amount available each year, by multiplying the greater of your contract value or minimum accumulation value by the applicable income percentage, which has been adjusted upward each year by the income percentage increase for the number of years that withdrawals were deferred. In this example, withdrawals were deferred for 5 years, so the final GLIA is calculated as shown below:

**GLIA at age 70 = max (contract value, minimum accumulation value) x attained age income percentage =**

**\$107,728.40 x 6.75% = \$7,271.67**

***The amount available for withdrawal each year for the rest of your life under this hypothetical example would be \$7,271.67 as long as you did not take any excess withdrawals.***

### Example 2: Impact of Excess Withdrawals

The example below is based on the same assumptions shown in the previous example but also shows the impact that an excess withdrawal of 10% of the greater of contract value and the minimum accumulation value at the beginning of year 6 would have on the GLIA.

The following table shows the contract value, the minimum accumulation value, and the GLIA:

- at the beginning of year 6 before the annual GLIA withdrawal and before the 10% excess withdrawal,
- the contract value, the minimum accumulation value, and the GLIA after the GLIA is withdrawn; and
- the contract value, the minimum accumulation value, and the new GLIA after the 10% excess

This example also assumes you took the annual GLIA of \$7,271.67 at the beginning of year 6 and then a subsequent 10% excess withdrawal after the GLIA is withdrawn.

<b>Contract Year</b>	<b>Contract Value</b>	<b>Minimum Accumulation Value</b>	<b>GLIA</b>
Beginning of year 6 (before GLIA withdrawal and before 10% excess withdrawal)	\$107,728.40	\$105,101.01	\$7,271.67
Beginning of year 6 (after GLIA and before 10% excess withdrawal)	\$100,456.73	\$98,006.69	\$7,271.67
Beginning of year 6 (after GLIA and 10% excess withdrawal)	\$90,411.06	\$88,206.02	\$6,544.50*

\*New GLIA amount as a result of the reduction due to the 10% excess withdrawal.

**This example shows that as a result of a single 10% excess withdrawal, your new GLIA available for withdrawal each year would be reduced to \$6,544.50, a 10% decrease from the original amount of \$7,271.67.**

## **Appendix D: Important Information About the Indices**

### **S&P 500® Index**

The S&P 500® is a product of S&P Dow Jones Indices LLC and has been licensed for use by American General Life Insurance Company (AGL).

The products underwritten and issued by USL are not sponsored, endorsed, sold or promoted by S&P Dow Jones Indices LLC, Dow Jones, any of their respective affiliates (collectively, "S&P Dow Jones Indices") or their respective third party licensors. Neither S&P Dow Jones Indices nor its third party licensors make any representation or warranty, express or implied, to the owners of USL's products or any member of the public regarding the advisability of paying premiums for USL's products particularly or the ability of the S&P 500® to track general stock market performance. S&P Dow Jones Indices and its third party licensors' only relationship to USL with respect to the S&P 500® is the licensing of the S&P 500® and certain trademarks, service marks and/or trade names of S&P Dow Jones Indices and/or its third party licensors. The S&P 500® is determined, composed and calculated by S&P Dow Jones Indices or its third party licensors without regard to USL or its products. S&P Dow Jones Indices and its third party licensors have no obligation to take the needs of USL or the owners of its products into consideration in determining, composing or calculating the S&P 500®. S&P Dow Jones Indices and its third party licensors are not responsible for and have not participated in the determination of the prices, and amount of USL's products or the timing of the issuance or sale of USL's products or in the determination or calculation of the equation by which USL's products may be cash surrendered or may pay an insurance benefit. S&P Dow Jones Indices and its third party licensors have no obligation or liability in connection with the administration or marketing of USL's products. There is no assurance that products based in whole or in part on the S&P 500® will accurately track index performance or provide positive investment returns. S&P Dow Jones Indices LLC is not an investment advisor. Inclusion of a security within an index is not a recommendation by S&P Dow Jones Indices to buy sell or hold such security nor is it considered to be investment advice.

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### **MSCI EAFE Index®**

The product referred to herein is not sponsored, endorsed, or promoted by MSCI, and MSCI bears no liability with respect to any such product or any index on which such product is based. The contract contains a more detailed description of the limited relationship MSCI has with Licensee and any related product.

### **Russell 2000® Index**

The index annuity product to which this disclosure applies (the "Product") has been developed solely by The United States Life Insurance Company in the City of New York. The "Product" is not in any way connected to or sponsored, endorsed, sold or promoted by the London Stock Exchange Group plc and its group undertakings (collectively, the "LSE Group"). FTSE Russell is a trading name of certain of the LSE Group companies.

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The Index is calculated by or on behalf of FTSE International Limited or its affiliate, agent or partner. The LSE Group does not accept any liability whatsoever to any person arising out of (a) the use of, reliance on or any error in the Index or (b) the purchase of or operation of the "Product". The LSE Group makes no claim, prediction, warranty or representation either as to the results to be obtained from the "Product" or the suitability of the Index for the purpose to which it is being put by AGL.

## **What You Will Be Attesting To on the Next Page**

On the next page, you will be asked to sign, attesting to the statements below. We've provided the attestations here so you have record of them to keep with this Owner Acknowledgment and Disclosure Statement. Note: Your contract, when you receive it, will also have a record of your premium amount and any rates that apply.

You will be acknowledging and attesting to:

- 1) I (a) have read and understand the information contained in this document, (b) have received a copy of this Owner Acknowledgment, (c) have received a copy of a Buyer's Guide if required in my state. I further certify that my financial objectives and situation were assessed and that this annuity is suitable for me; and;
- 2) I understand that the purchase of this product does not represent participation in the stock market, the S&P 500 Index<sup>®</sup>, MSCI EAFE Index<sup>®</sup>, Russell 2000 Index<sup>®</sup> any other index, or the stocks that make up any index;
- 3) I understand that, during the withdrawal charge period, the contract will be subject to withdrawal charges and/or other charges which may result in a partial loss of premium and any interest earned previously;
- 4) I understand that an optional guaranteed living benefit (GLB) rider can be elected. If I do not want to utilize the GLB rider, I should discuss with my Financial Professional to make sure I do not elect a GLB;
- 5) I have discussed my financial goals with my Financial Professional listed herein and understand the terms of this index annuity contract. I believe that this is a suitable purchase for me given my financial goals, among other factors;
- 6) I understand that incentive compensation may be paid to my Financial Professional in connection with the sale of this product;
- 7) I agree that this product meets my individual needs, and I do not knowingly have need of these funds except for those provided for within the time frames of the withdrawal charge period; and
- 8) I had the contract explained to me by my Financial Professional, with opportunity to ask questions, and I make this purchase with a full understanding of the material features, benefits and terms of the contract;

---

## **Your Financial Professional's Statement**

Your Financial Professional will be attesting that:

I have provided accurate information to the owner(s) regarding this annuity. Based on the suitability information gathered by me, I have reasonable basis to believe that; (a) the owner(s) would benefit from the features of this annuity; (b) this annuity as a whole, is suitable; and (c) if this is a replacement, the sale of the annuity is a reasonable product for the owner(s). In addition, if this product was marketed to the owner(s) as an alternative to an investment product, I am appropriately licensed to discuss investment products.

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## **Owner Acknowledgment and Disclosure Statement Attestation**

Please make sure you and your Financial Professional attest to the respective statements below by **signing and dating this Signature Document and returning it with your application and associated documents**. You must retain the full Owner Acknowledgment and Disclosure Statement for your records.

By signing below, I/we ("I", "my" and "me" below denote "we", "our" and "us", respectively, when there are Joint Owners) acknowledge and attest that:

- 1) I (a) have read and understand the information contained in this document, (b) have received a copy of this Owner Acknowledgment, (c) have received a copy of a Buyer's Guide if required in my state. I further certify that my financial objectives and situation were assessed and that this annuity is suitable for me; and;
- 2) I understand that the purchase of this product does not represent participation in the stock market, the S&P 500 Index®, MSCI EAFE Index®, Russell 2000 Index® any other index, or the stocks that make up any index;
- 3) I understand that, during the withdrawal charge period, the contract will be subject to withdrawal charges and/or other charges which may result in a partial loss of premium and any interest earned previously;
- 4) I understand that an optional guaranteed living benefit (GLB) rider can be elected. If I do not want to utilize the GLB rider, I should discuss with my Financial Professional to make sure I do not elect a GLB;
- 5) I have discussed my financial goals with my Financial Professional listed herein and understand the terms of this index annuity contract. I believe that this is a suitable purchase for me given my financial goals, among other factors;
- 6) I understand that incentive compensation may be paid to my Financial Professional in connection with the sale of this product;
- 7) I agree that this product meets my individual needs, and I do not knowingly have need of these funds except for those provided for within the time frames of the withdrawal charge period; and
- 8) I had the contract explained to me by my Financial Professional, with opportunity to ask questions, and I make this purchase with a full understanding of the material features, benefits and terms of the contract;

---

OWNER'S NAME (Please Print)

---

OWNER'S SIGNATURE

---

DATE

---

JOINT OWNER'S NAME, IF ANY (Please Print)

---

JOINT OWNER'S SIGNATURE, IF ANY

---

DATE

## **Transfer Authorization**

☐ Yes ☐ No      **Telephone Transaction Authorization**

Your contract will allow for reallocation privileges. These privileges allow the authorized Financial Professional of record and any other person(s) authorized by the owner of the contract who can furnish proper identification (upon receipt of this signed document) to make reallocations within your contract. The company will employ reasonable procedures to authenticate that the reallocation instructions are genuine and will provide confirmation of all transactions to the owner. The company and its affiliates and their directors, trustees, officers, employees, representatives, and/or Financial Professionals will NOT be liable for complying with reallocation instructions it reasonably believes to be authentic. **If no selection is made, the company will assume that you authorize telephone transactions.**

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## **Financial Professional's Statement**

I have provided accurate information to the owner(s) regarding this annuity. Based on the suitability information gathered by me, I have reasonable basis to believe that; (a) the owner(s) would benefit from the features of this annuity; (b) this annuity as a whole, is suitable; and (c) if this is a replacement, the sale of the annuity is a reasonable product for the owner(s). In addition, if this product was marketed to the owner(s) as an alternative to an investment product, I am appropriately licensed to discuss investment products.

---

FINANCIAL PROFESSIONAL'S NAME (Please Print)

---

FINANCIAL PROFESSIONAL'S SIGNATURE

---

DATE

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**American General Life Insurance Company (AGL)**  
**The United States Life Insurance Company in the City of New York (USL)**

Mail or Email to the attention of:  
**Annuity Service Center**

**Regular Mail**  
P.O. Box 2708  
Amarillo, TX 79105-2708

**Overnight Mail**  
1050 North Western Street  
Amarillo, TX 79106-7011

**Email:** [aigannuityservice@aig.com](mailto:aigannuityservice@aig.com)  
**Website:** [aig.com/connext](http://aig.com/connext)  
**Fax:** 713-620-3829

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## Request for Transfer of Assets

• 1035 Exchange • Transfer • Rollover • Transfer of Assets

### Instructions and Important Information

1. Please complete sections 1-3.
2. Surrendering Company Account number is required in section 1.
3. Owner and Agent signatures are required in section 3.
4. A Replacement Form must be completed if required by your state.
5. Return this form to the Annuity Service Center at the email, mailing address, or fax number listed above.
6. Original (*wet signature, notary and/or medallion signature guarantee*) may be required by the Surrendering Company.

**For Qualified Contracts only** – If you are subject to a Required Minimum Distribution (RMD), please ensure your current year RMD is taken prior to initiating a direct transfer or rollover.

---

## 1 Surrendering Company Information (*Current Contract information*)

Surrendering Company Account Number (*Required*) \_\_\_\_\_

Surrendering Company Name (*Required*) \_\_\_\_\_ Phone \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contract Owner(s) Name/Current Registration (*Required*) \_\_\_\_\_ SSN/ TIN \_\_\_\_\_

Joint Owner Name \_\_\_\_\_ SSN \_\_\_\_\_

Annuitant/Insured Name (*if different from owner*) \_\_\_\_\_

Please attach a copy of your current contract/account statement.

The contract is:

☐ Enclosed

☐ Lost or Destroyed – I certify that the contract is lost or destroyed.

In addition, I certify that the contract has not been assigned or pledged as collateral.

This contract is being transferred to:

☐ A new AGL or USL contract

☐ An existing AGL or USL contract:

Contract Number \_\_\_\_\_

**Notes/Special Instructions** (*Indicate any special instructions below*)

---

---

---

---

## 2 Transfer Details

**Transfer Timing** Check one:

☐ Transfer Immediately ☐ Transfer upon maturity/anniversary date of \_\_\_\_\_ (*not to exceed 60 days*)  
Date

**If requesting to transfer on a specific date** Check one:

Surrender charges will be incurred: ☐ before ☐ after the date listed above ☐ N/A

**Transfer Amount** Check one:

☐ FULL: Transfer/Rollover/1035 Exchange/Surrender/Liquidate all assets, approximately \$ \_\_\_\_\_

☐ PARTIAL: Transfer/Rollover/1035 Exchange/Liquidate assets in the amount of \$ \_\_\_\_\_

Note: Partial 1035 Exchanges from life insurance policies are not accepted.



## 2 Transfer Details *(continued)*

**Transfer Type** Please select one of the following options:

☐ **1. Nonqualified 1035 Exchange: from an annuity or life insurance policy(ies)**

I hereby make a complete and absolute assignment (*endorsement for contracts that are not assignable*) and transfer all rights, title, interest, of every nature and character, in and to the above policy, to the insurance company indicated above in an exchange intended to qualify under Section 1035 of the Internal Revenue Code. I represent that the above policy is not subject to any pledge, assignment, levy, or legal proceeding. Upon receipt, the insurance company is directed to surrender the policy, and apply the value to an annuity contract for which I have submitted an application. I understand that by executing this assignment, I irrevocably waive all rights, claims, and demands under the above policy. I am aware of all penalties which may apply.

If this is a Partial 1035 Exchange, I understand that it is subject to Revenue Ruling 2003-76, which requires that the cost basis of the original contract be reduced pro rata by the amount of the transfer to the new contract. It is also subject to all current and future IRS guidance and regulations. I also understand that there may be tax and tax reporting consequences for any withdrawals, owner changes or annuitizations for less than a term of 10 years or life, taken after a partial exchange pursuant to Revenue Procedure 2011-38.

I understand American General Life Insurance Company, The United States Life Insurance Company in the City of New York or The Variable Annuity Life Insurance Company (*the "Company"*) is participating in this transaction at my specific request and as an accommodation to me and makes no representations or warranties and has no responsibility or liability for the validity of this transaction or its tax treatment under Section 1035 of the Internal Revenue Code or otherwise. I understand the Company does not provide tax or legal advice and recommends that I seek the advice of my tax or legal advisor before entering into this transaction.

I authorize the Company to rely upon the cost basis information provided by the surrendering company, but agree that the Company will assume no responsibility for determining or verifying cost basis. If cost basis is not provided, I acknowledge that more restrictive or less beneficial tax rules may apply to the amounts transferred.

☐ **2. Direct/Indirect Rollover of Qualified Account(s):**

As participant of the plan indicated below, I am requesting a Qualified Rollover of all assets to the Company. The Company will not separately account for rollover amounts. Additionally, amounts rolled over between plans become subject to the new plan's provisions. **Please select one "From" and one "To" from the following options:**

**Note not all combinations of "From" and "To" are allowed. Confirm allowance prior to your selection.** Transfer request for Simple IRA opened for less than 2 years will be denied.

From:

- ☐ 401(a)  
☐ 401(k)  
☐ Governmental 457(b) (*Please see your tax advisor for qualifications*)  
☐ IRA  
☐ SEP  
☐ Simple IRA  
☐ TSA  
☐ Other \_\_\_\_\_ (*specify line of business and confirm availability with the Company*)

To:

- ☐ Roth IRA issue date \_\_\_\_\_  
☐ SEP  
☐ Traditional IRA  
☐ Other \_\_\_\_\_  
 (*specify line of business and confirm availability with the Company*)

For distributions occurring after January 1, 2015, under federal tax rules individuals cannot make more than one non-taxable 60-day IRA rollover within any one-year period, even if the rollovers involve different IRAs. The one-rollover-per year limitation does not apply to a rollover to or from a qualified plan nor does it apply to IRA trustee-to-trustee transfers. IRA owners requesting a distribution for a rollover should be advised that they have the option to request a trustee-to-trustee transfer from one IRA to another IRA.

☐ **3. Transfers of Qualified Account(s)** Please select one of the following options:

- ☐ IRA to IRA    ☐ Roth IRA to Roth IRA Original Roth issue date \_\_\_\_\_  
 (*Not available for all Fixed Annuities. Please check with your back office for availability.*)  
☐ SEP to SEP

☐ **4. Other Non-Qualified Transfers (non-insurance/non-1035)** Select one:

- ☐ Bank or Credit Union Account    ☐ Mutual Fund    ☐ Other \_\_\_\_\_

### 3 Signatures *(required)*

By executing this form, I certify and attest to the following:

- I understand that if funds are received by the Company after any eligibility period or condition(s) have expired, the Company will not be obligated to issue the contract as applied for. I further understand that the Company is not responsible for investment performance of the assets under this form while such assets are being transferred to the Company.
- I authorize the full or partial liquidation of my existing contract or account in accordance with the sections completed above. I understand that fees and charges may apply if the transfer is processed before the maturity/anniversary date of my existing contract or account.
- I have completed a new Application with the Company selected in section 1 for the issuance of an annuity contract in exchange for these assets.
- All statements I have made on this request for transfer of assets form are true to the best of my knowledge.

**TAX CERTIFICATION (Substitute Form W-9) – Applicable to U.S. persons (including U.S. citizens and resident aliens). If you are not a U.S. person, you are required to submit the applicable IRS Form W-8 series (BEN, BEN-E, ECI, EXP or IMY).**

**Under penalties of perjury, I certify to the following:**

1. That the taxpayer identification number listed on this form is my correct SSN/TIN and I am a U.S. Citizen or other U.S. person *(including resident aliens)*;
2. I further certify that I am exempt from and have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding. The Company is required to withhold income tax on any payments, which include interest and dividends when the owner is subject to backup withholding.; and
3. I am exempt from Foreign Account Tax Compliance Act (FATCA) reporting.

**Certification Instructions:** You must cross out any statement in 1-3 that does not apply to you. For instructions on how to complete this certification, please see the General Instructions for the IRS Form W-9 on [www.irs.gov](http://www.irs.gov). If you can complete a Form W-9 (*Request for Taxpayer Identification Number*) and you are a U.S. Citizen or U.S. resident alien, FATCA reporting may not apply to you. **Please consult your own tax advisor with any questions you may have regarding this certification.**

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

OWNER

MUST SIGN HERE

Date \_\_\_\_\_

☐ Owner    ☐ Trustee    ☐ Plan administrator    ☐ Custodian    ☐ Power of attorney    ☐ Other \_\_\_\_\_

JOINT OWNER OR  
ADDITIONAL REQUIRED

TRUSTEE/SIGNER

MUST SIGN HERE

Date \_\_\_\_\_

☐ Owner    ☐ Trustee    ☐ Plan administrator    ☐ Custodian    ☐ Power of attorney    ☐ Other \_\_\_\_\_

Agent/Registered Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

**Signature Guarantee Box**

The United States Life Insurance Company in the City of New York

Mailing Address: Annuity Service Center • P.O. Box 871 • Amarillo, TX 79105-0871

Overnight Mailing Address: Annuity Service Center • 1050 N. Western Street • Amarillo, TX 79106-7011

**STATE OF NEW YORK  
COMPENSATION  
DISCLOSURE**

Contract No. \_\_\_\_\_

The following disclosure is provided pursuant to Section 30.3 of New York Comp. Codes R. & Reg., tit. 11, Pt. 30 (Regulation 194):

\_\_\_\_\_ (“the producer”) is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

\_\_\_\_\_  
Insurance Producer Name (Print)

\_\_\_\_\_  
Insurance Producer (Signature)

\_\_\_\_\_  
Date

I ACKNOWLEDGE THAT I RECEIVED THIS DISCLOSURE FORM.

\_\_\_\_\_  
Client Name (Print)

\_\_\_\_\_  
Client (Signature)

\_\_\_\_\_  
Date

## Client Profile Form – New York Solicitations Only

### Instructions:

- Complete this form if the contract owner is an individual or a revocable trust.
- This form should be completed using the contract owner's information. If the contract owner is a revocable trust, use the trust grantor's information.
- If the contract owner is a non-natural entity, other than a revocable trust, complete Client Profile Form UA1005CPT.
- Check that all questions are answered completely and accurately.
- This form must be completed, signed and dated in order to consider your application.
- Corrections or updates to information on this form must be initialed by the client.

**Incomplete forms will delay processing. Do not leave any questions blank. All responses must be legible.**

If any information provided changes before the contract is issued, you must provide notice to USL. A change in information may require an explanation and further review. You may be asked to verify the accuracy of the information on this form. **Please be aware USL may decline to issue an annuity contract based on the suitability information provided on this form.**

### Section I – Owner Information

1a. Owner Name		1b. Owner Date of Birth	
2a. Joint Owner Name		2b. Joint Owner Date of Birth	
3. Please indicate your experience level with financial, insurance, or investment products: 			
4. What is your risk tolerance with respect to the purchase of <u>this annuity</u> ? (check one)  <input type="checkbox"/> Conservative <i>I prefer little to no market risk.</i>  <input type="checkbox"/> Moderate <i>I am willing to accept some market risk to achieve higher returns.</i>  <input type="checkbox"/> Aggressive <i>I am willing to accept maximum market risk to achieve maximum returns.</i>		5. What are your financial goals for purchasing <u>this annuity</u> ? (check all that apply)  <input type="checkbox"/> Guaranteed Income <input type="checkbox"/> Education Financing <input type="checkbox"/> Safety of Principal <input type="checkbox"/> Death Benefit/Estate Planning <input type="checkbox"/> Tax Deferral <input type="checkbox"/> Other _____ <input type="checkbox"/> Asset Growth      _____	
6. How long do you anticipate holding this annuity? 			
7. Do you anticipate taking any withdrawals prior to age 59½? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (Over 59 ½) (If yes, please explain) _____			
8. Do you anticipate accessing <u>more than</u> the penalty-free amount in any year during the annuity's surrender charge period? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (Single Premium Immediate Annuity (SPIA) or Deferred Income Annuity (DIA)) (If yes, please explain) _____			
9. Do you have any existing life insurance or annuity contracts that were sold to you by the same agent that has recommended this sale? <input type="checkbox"/> Yes <input type="checkbox"/> No			

### Section II – Complete for SPIA or DIA Only

10. Are you selecting the "Lifetime Income Only" payout option? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (Fixed or Index Annuity) <b>Note:</b> If yes, no further income payment will be made and this contract will terminate at the death of the annuitant(s).
11. Are you aware that the income annuity being purchased permanently converts your premium to a guaranteed stream of payments and your access to the premium used to purchase the annuity will be restricted?  <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (Fixed or Index Annuity)

## Section III – Financial Information

<b>12.</b> What is your total <u>annual</u> household gross income?  \$ _____ (annual amount)	<b>13.</b> Please identify the source(s) of your household income. <i>(check all that apply)</i> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Employment/Self Employment  <input type="checkbox"/> Pension/Retirement Benefits  <input type="checkbox"/> Investments  <input type="checkbox"/> Other _____         </div> <div> <input type="checkbox"/> Social Security  <input type="checkbox"/> Annuity  <input type="checkbox"/> Reverse Mortgage         </div> </div>		
<b>14.</b> What are your approximate <u>annual</u> household living expenses <i>(include housing, insurance, food, healthcare, taxes, etc.)</i> ?  \$ _____ (annual amount)	<b>15.</b> What is your federal income tax bracket? <input type="checkbox"/> Less than 15% <input type="checkbox"/> 15-28% <input type="checkbox"/> Greater than 28%		
<b>16.</b> After the purchase of this annuity, will you have sufficient cash or other sources of income available for emergencies? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>17.</b> Source of funds for this annuity: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Savings/Checking/Money Market  <input type="checkbox"/> Annuity <b>(Page 3 Required)</b>  <input type="checkbox"/> Life Insurance <b>(Page 3 Required)</b> </div> <div> <input type="checkbox"/> Certificate of Deposit (CD)  <input type="checkbox"/> Stocks/Bonds/Mutual Funds  <input type="checkbox"/> Employer Retirement Plan (401(k), 403(b), Pension, etc.)         </div> <div> <input type="checkbox"/> Home Equity Loan  <input type="checkbox"/> Reverse Mortgage  <input type="checkbox"/> Other _____         </div> </div>			
<b>18. Complete the Asset Inventory below:</b> Please provide the total value for each asset type below for the household, <b><u>after the purchase of this annuity</u></b> . If you do not own a specific asset type, please complete with \$0. All asset(s) below left blank will be assumed to have a value of \$0. <b>Expected Premium Amount for this Annuity:</b> _____ <i>(Exclude Premium Amount from the grid below)</i>			
<b>Non-Qualified Asset Types</b>	<b>Value</b>	<b>Non-Qualified Asset Types</b>	<b>Value</b>
a. Cash/Checking/Savings/Money Market/CD	\$ _____	b. Real Estate Equity <i>(excluding primary residence)</i>	\$ _____
c. Stocks/Bonds	\$ _____	d. Life Insurance Cash Value	\$ _____
e. Non-Qualified Mutual Funds <i>(exclude Class B funds subject to deferred sales charges)</i>	\$ _____	f. Non-Qualified Class B Mutual Funds <i>(subject to deferred sales charges)</i>	\$ _____
g. Non-Qualified Annuities subject to surrender penalties	\$ _____	h. Non-Qualified Annuities <u>not</u> subject to surrender penalties	\$ _____
<b>Qualified Asset Types</b>	<b>Value</b>	<b>Qualified Asset Types</b>	<b>Value</b>
i. Qualified Mutual Funds <i>(exclude Class B funds subject to deferred sales charges)</i>	\$ _____	j. Class B Qualified Mutual Funds <i>(subject to deferred sales charges)</i>	\$ _____
k. Qualified Annuities subject to surrender penalties	\$ _____	l. Qualified Annuities <u>not</u> subject to surrender penalties	\$ _____
m. Other Qualified Plans <i>(401(k), 403(b), 457, Pension, IRAs, etc.)</i>	\$ _____		
<b>19.</b> Will the purchase of this annuity prevent you from meeting any financial liabilities and/or obligations (including mortgage loans, auto loans, credit card debt, insurance premiums, etc.)? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, please explain)</i> _____ _____			
<b>20.</b> Are you purchasing this annuity in order to qualify, 'spend down' or become eligible for any needs-based governmental benefit program, such as Medicaid or a veteran's benefit <i>(exclude Social Security and Medicare)</i> ? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, please explain)</i> _____ <b>Note:</b> USL annuity products are not designed with the intent of satisfying the requirements of 'spend down' strategies typically associated with qualifying for needs-based governmental benefit programs, such as Medicaid or veteran's benefits.			
<b>21.</b> Do you expect significant changes in your financial situation or needs, annual income, existing assets, liquidity needs, liquid net worth or tax status during the surrender charge period? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, please indicate whether any of the financial information provided above will be impacted.)</i> _____ _____			

## Section IV – Replacement Information

22. Will the purchase of this annuity result in a replacement of an existing annuity contract or life insurance policy?

☐ Yes ☐ No (If no, skip questions 23-25)

**Note:** USL does not accept deferred annuity to single premium immediate annuity (SPIA) or deferred income annuity (DIA) replacements.

23. Please indicate the type of replacement taking place:

☐ Annuity to Annuity (**complete the table below**) ☐ Life Insurance to Annuity (skip the table below)

24. Excluding this replacement, have you had any other annuity exchange or replacement within the past 36 months?

☐ Yes ☐ No

### COMPLETE TABLE IF THIS IS AN ANNUITY-TO-ANNUITY REPLACEMENT ONLY

Please complete this section in its entirety. If requested information is unknown, contact your existing annuity company. If information is not applicable, fill in "not applicable" or "N/A".

If replacing more than one contract, completely fill in the information for each replacement. If replacing more than two contracts, complete additional charts. The owner(s) and agent(s) should sign and date the additional paperwork.

**Please Note:** In addition to the replacement information provided below, USL will utilize the information provided on the completed Regulation 60 Disclosure Form to evaluate the suitability of the replacement.

Existing Annuity Contract Information		Existing Contract #1	Existing Contract #2
a.	Company Name		
b.	Contract Number		
c.	Annuity Type (Fixed, Index or Variable)		
d.	Contract Issue Date		
e.	Current Contract Value	\$ _____	\$ _____
f.	Death Benefit Value	\$ _____	\$ _____
g.	Actual or Estimated Amount Being Transferred to USL	\$ _____	\$ _____
h.	Surrender Charge or Penalty Assessed on Amount Being Transferred	\$ _____	\$ _____
i.	Market Value Adjustment (MVA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
j.	Estimated MVA amount that will apply (if none, list \$0). Indicate if the MVA amount will be added (+) to or subtracted (-) from the amount being transferred as listed above.	\$ _____	\$ _____
k.	Living Benefit or Income rider? (GLWB, GMWB, GMIB, etc.)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
l.	Fixed Annuity Interest Rates (Include Fixed Account where applicable for Variable and Index Annuities)	Current: _____% Minimum: _____%	Current: _____% Minimum: _____%
m.	Same selling agent on existing contract and new contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

25. **Reasons for Replacement:** Please check the factors that support the reason for replacing the existing annuity and provide specific details to support the rationale for the replacement below.

☐ Higher Income      ☐ Higher Interest Rates      ☐ Index Crediting Strategies      ☐ Safety of Principal      ☐ Reduce Market Risk  
☐ Income Features      ☐ Consolidation      ☐ Growth Potential      ☐ Reducing Fees      ☐ Diversification  
☐ Higher Death Benefit Value      ☐ Other (please specify): \_\_\_\_\_

## Section V – Agent Acknowledgement and Disclosures

<p><b>26.</b> Did you inform the client about the applicable features and the potential consequences of the sales transaction, both favorable and unfavorable, including but not limited to the following?</p> <div style="display: flex; justify-content: space-between;"> <ul style="list-style-type: none"> <li>a. Surrender period and surrender charge</li> <li>b. Index crediting features</li> <li>c. Availability of cash value</li> <li>d. Riders and rider fees</li> <li>e. Investment advisory fees</li> <li>f. Non-guaranteed elements</li> <li>g. Policy exclusion or restrictions</li> </ul> <ul style="list-style-type: none"> <li>h. Limitations on interest returns</li> <li>i. Potential charges for and features of riders</li> <li>j. Guaranteed interest rates</li> <li>k. Potential tax implications associated with various transactions</li> <li>l. Any differences in fee-based and commission-based versions of the policy</li> </ul> </div>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>27.</b> If this purchase will result in a replacement of an existing life insurance or annuity policy, have you determined that the replacement will result in a benefit to the client over the life of the new product, especially considering the following?</p> <div style="display: flex; justify-content: space-between;"> <ul style="list-style-type: none"> <li>a. Increases or decreases in premium or fees</li> <li>b. Changes in coverage duration</li> <li>c. Changes to death benefit</li> <li>d. Changes to income amount</li> <li>e. Potential surrender charges</li> <li>f. Potential tax implications associated with various transactions</li> </ul> <ul style="list-style-type: none"> <li>g. Commencement of new surrender period</li> <li>h. Addition or loss of existing benefits (such as death, living and/or other contractual benefits)</li> <li>i. Be subject to increased fees, investment advisory fees, premium loads or charges for riders and similar product enhancements</li> <li>j. The completed Regulation 60 Disclosure paperwork</li> </ul> </div>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> N/A (Not a Replacement, skip question 28 below)
<p><b>28. For Replacements Only:</b> Other than potential reduction of liquidity, explain whether any features or benefits of the existing life insurance or annuity policy will be lost or reduced upon the issuance of the new annuity. For example, consider the items below:</p> <ul style="list-style-type: none"> <li>Income available to the client (including annuitization), or guaranteed interest rates (GMIR)</li> <li>Impact to features such as living benefit, living benefit base value, death benefit, death benefit base values, other riders, etc.</li> </ul>	
<p><b>29.</b> Before recommending this annuity, did you disclose to the client the limitations, if any, you have on the types of financial products you can offer?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>30.</b> Did you provide the required compensation disclosures to the client?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>31. Basis of Recommendation:</b> Answer the following questions related to the basis for your recommendation. Be sure to include <u>client-specific and product-specific</u> information that supports your explanation. If more space is needed, a separate page can be used. If a separate page is used, the client should initial the additional explanation page(s).</p> <p>a. Explain the reasons for recommending this product, including how the client intends to use the new annuity contract.</p> <p>b. Explain why the current account or investment cannot meet the applicant's goals/objectives. If the client is replacing an existing life insurance or annuity policy, provide specific details about the comparison of the two products (For example, include interest rate comparison, income amount or income potential comparison, etc.). This should support the reasons for recommending listed above.</p>	
<p><b>32.</b> Did you utilize financial analysis software or an annuity product evaluation tool to assist with your recommendation of this annuity?</p> <p><i>If yes, did you utilize commercial software, proprietary software, or another strategy to determine the product was in the client's best interest?</i></p> <div style="display: flex; justify-content: space-around;"> <span><input type="checkbox"/> Commercial Software</span> <span><input type="checkbox"/> Proprietary Software</span> <span><input type="checkbox"/> Other</span> </div>	<input type="checkbox"/> Yes <input type="checkbox"/> No

## Section V – Agent Acknowledgement and Disclosures (Continued)

### By signing this form, I acknowledge the following:

- To the best of my knowledge and belief, the information on the form is true, complete and was obtained prior to the purchase of the annuity.
- My recommendation was made with the care, skill, prudence and diligence that a prudent person acting in a like capacity and familiar with such matters would use under the prevailing circumstances.
- In my professional opinion, the recommended annuity is suitable and in the client's best interest.
- My recommendation was not influenced by any compensation or incentives I would receive as a result of this annuity sale.
- Upon request, I will provide USL with supporting documentation regarding the basis of my recommendation as well as any applicable disclosures, including the compensation disclosure.

Agent's Signature

Agent's Signature Date

Broker/Dealer, Firm, or Affiliation Name

## Section VI – Client Acknowledgement and Disclosures

33. Has your agent informed you about the applicable features of the annuity, as well as any advantages and disadvantages of the recommendation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
34. If this purchase will result in a replacement of an existing life insurance or annuity policy, has your advisor explained the advantages and disadvantages of replacing the existing product with this annuity?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (Not a Replacement)
35. Do you understand and are you willing to accept the "non-guaranteed" elements described below for the annuity you are purchasing? <b>For Fixed Annuity Only:</b> Your initial interest rate is only guaranteed for an initial guaranteed rate period, after which a renewal rate will be declared on an annual basis, subject to minimum guarantees. <b>For Fixed Index Annuity Only:</b> The initial interest rates, rate caps, and participation rates are not guaranteed for the life of the contract, and renewal rates will be declared on an annual basis after the initial period, subject to minimum and maximum guarantees.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (SPIA/DIA)
36. Has your agent informed you of how he/she gets compensated and/or is incentivized for selling you this annuity?	<input type="checkbox"/> Yes <input type="checkbox"/> No

### By signing this form, I acknowledge the following:

- To the best of my knowledge and belief, the information I provided to my agent and shown above is true, complete and was obtained prior to my signature below and the purchase of this annuity.
- I understand that my failure to provide true and complete information may affect the ability of my agent and USL to determine the suitability of the product being applied for and may limit the protection provided by regulations regarding suitability of the annuity being purchased.
- I believe the annuity being applied for is suitable and in my best interest according to my financial needs and objectives.
- I was provided the basis of the recommendation from my agent (summary provided on the previous page).
- For Fixed Index Annuities and Fixed Annuities Only:** I understand that withdrawals of contract values during the withdrawal charge period will be subject to a surrender charge if they exceed penalty-free withdrawal amounts.
- For Single Premium Immediate Annuity (SPIA) or Deferred Income Annuity (DIA) Only:** I understand that, with limited exceptions, I am permanently converting my premium into an income stream.

Owner's Signature

Owner's Signature Date

Joint Owner's Signature

Joint Owner's Signature Date



# Rate Lock Policy

## All States (except New York)

**Rates**, as used in this document include premium enhancement rates (if applicable), initial interest rates credited on the fixed interest account, and initial index rate caps, spreads and participation rates on index interest accounts.

**For Cash, 1035 Exchange or Trustee Transfer:**

If the contract is issued within 60 calendar days from the date the application was signed, rates will be the better of rates in effect on:

- (i) the date the application was signed; or
- (ii) the date the contract is issued

If the contract is NOT issued within 60 calendar days from the date the application was signed, rates will be those in effect on the date the contract is issued.

**“NOT in good order” is defined as:**

- Application and/or required forms are incomplete and/or not properly completed
  - Replacement question not completed on the Application
- Application and/or required forms are received without the necessary
  - Signature
  - 1035 Exchange or Trustee Transfer form and/or Replacement form
  - Owner Acknowledgment and/or Replacement form missing signatures
- Application and/or required forms are not received at the Annuity Service Center within the timelines outlined above

**IMPORTANT NOTE: Transition rules may apply when rates change. If paperwork in good order is not received by the end date of the specified transition period, rate lock will not apply and the contract will be issued with rates in effect as of the contract issue date.**

Rate Lock Policy only applies to initial rates (index rate caps, spreads, participation rates and fixed account interest rate). It does not apply to minimum index rate caps, minimum participation rates, maximum spreads, and minimum declared fixed account interest rates.

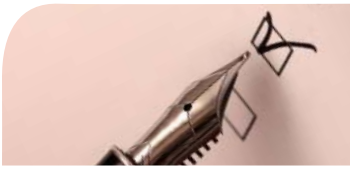
Until a contract is issued and while any requirement remains outstanding beyond the appropriate time frame outlined above, American General Life Insurance Company reserves the right to close out an application file and return all funds received to date. If American General Life Insurance Company elects to close out an application file, the application is considered void and will not be eligible for a rate lock.

**Annuities are issued by American General Life Insurance Company, 2727-A Allen Parkway, Houston, Texas 77019.**

Contract Numbers: AG-800 (12/12) and AG 801 (12/12). Rider Form Numbers: AGE-8000 (12/12), AGE-8001 (12/12), AGE-8002 (9/13), AGE-8002 (4/17), AGE-8003 (12/12), AGE-8007 (12/12), AGE-8008 (12/12), AGE-8009 (12/12), AGE-8013 (12/12), AGE-8018 (5/13), AGE-8028 (4/14), AGE-8029 (5/15), AGE-8030 (8/14), AGE-8034 (1/17) and AGE-8035-1 (12/15). American General Life Insurance Company (AGL) is a member of American International Group, Inc. (AIG). AGL does not solicit business in the state of New York. Annuities and riders may vary by state and are not available in all states.

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# Index Annuity Good Order Checklist:

## REQUIRED documents and common errors

### Power Index Premier NY

- ☐ **Complete the appropriate paper application.** There are two different Power Index Premier NY applications, one that includes the Guaranteed Lifetime Withdrawal Benefit (GLWB) election, and one that does not. Please look for the “With Living Benefit” and the “No Living Benefit” indicators at the bottom of the application pages and use the one that reflects what is being presented to the client. Please review the application to avoid these common errors:

- |   |  |
|---|--|
| <input type="checkbox"/> Missing Solicitation State             | <input type="checkbox"/> Replacement questions left blank or includes conflicting information  |
| <input type="checkbox"/> Missing Date of Birth                  | <input type="checkbox"/> Missing agent’s name and first five digits of Social Security Number<br><i>(Please write clearly or type)</i>               |
| <input type="checkbox"/> Missing Social Security Number         | <input type="checkbox"/> Incomplete or incorrect Contract Type section   |
| <input type="checkbox"/> Missing Owner’s Signature              | <input type="checkbox"/> Make sure information is legible  |
| <input type="checkbox"/> Missing Agent’s Signature              | <input type="checkbox"/> Select single or joint covered person(s) on the Guaranteed Lifetime Withdrawal Benefit Rider section <i>(if applicable)</i> |
| <input type="checkbox"/> Incomplete address for owner/annuitant |  |

- ☐ **Have your client review the Owner Acknowledgment and Disclosure Statement (OA), then complete and sign the OA Disclosure Statement Attestation. Submit the signed OA Disclosure Statement Attestation with the application and other documents, as needed, but leave the OA with your client.**
- ☐ **Complete the Client Profile Form *(if applicable)*. Be sure to answer every question to avoid processing delays.**
- ☐ **Make check payable to The United States Life Insurance Company in the City of New York (US Life).**
- ☐ **If applicable, 1035 Exchange/Trustee-To-Trustee Transfer form should be submitted with original signatures.**
- ☐ **Definition of Replacement (DOR) is required on all submitted business in NY. Additional Reg 60 paperwork is a requirement by the definition below:**

#### **Determine if Reg 60 required?**

Regulation 60 is required when a client has an existing Life Ins. or Annuity contract in the state of New York and is applying for another Life Insurance or Annuity contract.

#### **What forms are required for Reg 60?**

Depending if your firm is signed up as a 1-Step or 2-Step firm, the required forms may vary.

1-Step Firms require the following forms:

- USL (United States Life) specific annuity application
- Transfer form *(if a transfer is taking place)*
- Regulation 60 packet
- Definition of Replacement
- Agent’s Request for Disclosure Statement
- List of Sales Proposals and Materials
- Important Notice Regarding Replacement

2-Step Firms require the following forms: (put list with bullets)

- Regulation 60 packet
- Definition of Replacement
- Agent’s Request for Disclosure Statement

**Replacement Notice(s) must be dated prior to or the same day as the application and have the client’s original signature *(if applicable)*.**

- ☐ **If non-natural owner, include proof of authorization to sign *(for example: Certification of Trust, etc.)*.**

## Submitting new business

If you currently submit annuity business through a BGA/IMO agency or other processing center process, please continue to do so. They will have all your paperwork sent to the correct location. If you send paperwork directly to United States Life, then refer to the addresses on the application (*with and without checks*) for new business paper application submission. For wiring instructions see below. You may contact the Annuity Service Center at (888) 438-6933 for new business-related questions.

### Wiring Instructions

JPMorgan Chase Bank, N.A.  
Attn: Cash Management  
525 W. Monroe, 6th Floor  
Chicago, IL 60670

Account Name: The United States Life Insurance  
Company in the City of New York  
Account Number: 05536464  
Routing Number: 021000021  
FBO: Contract owner or annuitant name/contract number

**Note: The above information is for New Business paper application submissions. For electronic submissions, please follow your firm's electronic order entry submission process.**

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**The United States  
Life Insurance Company in the City of New York**

# Buyer's Guide for Deferred Annuities



Prepared by the

**NAIC**

**National Association of Insurance Commissioners**

The National Association of Insurance Commissioners is an association of state insurance regulatory officials. This association helps the various insurance departments to coordinate insurance laws for the benefit of all consumers.

This guide does not endorse any company or policy.

Reprinted by:

- American General Life Insurance Company
- The Variable Annuity Life Insurance Company
- The United States Life Insurance Company in the City of New York

# NAIC Buyer's Guide for Deferred Annuities

It is important that you understand how annuities can be different from each other so you can choose the type of annuity that's best for you. The purpose of this Buyer's Guide is to help you do that. This Buyer's Guide is not meant to offer legal, financial, or tax advice. You may want to consult independent advisors that specialize in these areas.

**This Buyer's Guide is about deferred annuities in general and some of their most common features. It is not about any particular annuity product.** The annuity you select may have unique features this Guide doesn't describe. It is important for you to carefully read the material you are given or ask your annuity salesperson, especially if you are interested in a particular annuity or specific annuity features.

This Buyer's Guide includes questions you should ask the insurance company or the annuity salesperson (the agent, producer, broker, or advisor). Be sure you are satisfied with the answers before you buy an annuity.

**Revised 2013**

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NAIC Executive Office  
444 North Capitol Street, NW  
Suite 701  
Washington, DC 20001-1509  
202.471.3990

NAIC Central Office  
1100 Walnut Street  
Suite 1500  
Kansas City, MO 64106-2197  
816.842.3600

NAIC Capital Markets &  
Investment Analysis Office  
48 Wall Street, 6th Floor  
New York, NY 10005-2906  
212.398.9000

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## What Is an Annuity?

An annuity is a contract with an insurance company. All annuities have one feature in common, and it makes annuities different from other financial products. *With an annuity, the insurance company promises to pay you income on a regular basis for a period of time you choose—including the rest of your life.*

### When Annuities Start to Make Income Payments

Some annuities begin paying income to you soon after you buy it (an **immediate** annuity). Others begin at some later date you choose (a **deferred** annuity).

### How Deferred Annuities Are Alike

There are ways that *most* deferred annuities are alike.

- They have an **accumulation** period and a **payout** period. During the accumulation period, the value of your annuity changes based on the type of annuity. During the payout period, the annuity makes income payments to you.
- They offer a basic death benefit. If you die during the accumulation period, a deferred annuity with a basic death benefit pays some or all of the annuity's value to your survivors (called beneficiaries) either in one payment or multiple payments over time. The amount is usually the greater of the annuity account value or the minimum guaranteed surrender value. If you die after you begin to receive income payments (**annuitize**), your chosen survivors may not receive anything *unless*: 1) your annuity guarantees to pay out at least as much as you paid into the annuity, or 2) you chose a payout option that continues to make payments after your death. For an extra cost, you may be able to choose enhanced death benefits that increase the value of the basic death benefit.

#### Sources of Information

**Contract:** The legal document between you and the insurance company that binds both of you to the terms of the agreement.

**Disclosure:** A document that describes the key features of your annuity, including what is guaranteed and what is not, and your annuity's fees and charges. If you buy a variable annuity, you will receive a prospectus that includes detailed information about investment objectives, risks, charges, and expenses.

**Illustration:** A personalized document that shows how your annuity features might work. Ask what is guaranteed and what is not and what assumptions were made to create the illustration.

- You usually have to pay a charge (called a **surrender** or **withdrawal charge**) if you take some or all of your money out too early (usually before a set time period ends). Some annuities may not charge if you withdraw small amounts (for example, 10% or less of the account value) each year.
- Any money your annuity earns is **tax deferred**. That means you will not pay income tax on earnings until you take them out of the annuity.
- You can add features (called **riders**) to many annuities, usually at an extra cost.
- An annuity salesperson must be licensed by your state insurance department. A person selling a variable annuity also must be registered with FINRA<sup>1</sup> as a representative of a broker/dealer that is a FINRA member. In some states, the state securities department also must license a person selling a variable annuity.

1. FINRA (Financial Industry Regulatory Authority) regulates the companies and salespeople who sell variable annuities.

- Insurance companies sell annuities. You want to buy from an insurance company that is financially sound. There are various ways you can research an insurance company's financial strength. You can visit the insurance company's website or ask your annuity salesperson for more information. You also can review an insurance company's rating from an independent rating agency. Four main firms currently rate insurance companies. They are A.M. Best Company, Standard and Poor's Corporation, Moody's Investors Service, and Fitch Ratings. Your insurance department may have more information about insurance companies. An easy way to find contact information for your insurance department is to visit [www.naic.org](http://www.naic.org) and click on "States and Jurisdictions Map."
- Insurance companies usually pay the annuity salesperson after the sale, but the payment does not reduce the amount you pay into the annuity. You can ask your salesperson how they earn money from the sale.

## How Deferred Annuities Are Different

There are differences among deferred annuities. Some of the differences are:

- Whether you pay for the annuity with one or more than one payment (called a **premium**).
- The types and amounts of the **fees, charges, and adjustments**. While almost all annuities have *some* fees and charges that could reduce your account value, the types and amounts can be different among annuities. *Read the Fees, Charges, and Adjustments section in this Buyer's Guide for more information.*
- Whether the annuity is a **fixed** annuity or a **variable** annuity. How the value of an annuity changes is different depending on whether the annuity is fixed or variable.

**Fixed annuities** guarantee your money will earn at least a minimum interest rate. Fixed annuities may earn interest at a rate higher than the minimum but only the minimum rate is guaranteed. The insurance company sets the rates.

**Fixed indexed annuities** are a type of fixed annuity that earns interest based on changes in a market index, which measures how the market or part of the market performs. The interest rate is guaranteed to never be less than zero, even if the market goes down.

**Variable annuities** earn investment returns based on the performance of the investment portfolios, known as "subaccounts," where you choose to put your money. The return earned in a variable annuity is not guaranteed. The value of the subaccounts you choose could go up or down. If they go up, you could make money. But, if the value of these subaccounts goes down, you could lose money. Also, income payments to you could be less than you expected.

- Some annuities offer a **premium bonus**, which usually is a lump sum amount the insurance company adds to your annuity when you buy it or when you add money. It is usually a set percentage of the amount you put into the annuity. Other annuities offer an **interest bonus**, which is an amount the insurance company adds to your annuity when you earn interest. It is usually a set percentage of the interest earned. You may not be able to withdraw some or all of your premium bonus for a set period of time. *Also, you could lose the bonus if you take some or all of the money out of your annuity within a set period of time.*

What Is an Annuity?

## How Does the Value of a Deferred Annuity Change?

### Fixed Annuities

Money in a fixed deferred annuity earns interest at a rate the insurer sets. The rate is **fixed** (will not change) for some period, usually a year. After that rate period ends, the insurance company will set another fixed interest rate for the next rate period. *That rate could be higher or lower than the earlier rate.*

Fixed deferred annuities *do* have a guaranteed minimum interest rate—the lowest rate the annuity can earn. It is stated in your contract and disclosure and cannot change as long as you own the annuity. Ask about:

- The *initial interest* rate – What is the rate? How long until it will change?
- The *renewal interest* rate – When will it be announced? How will the insurance company tell you what the new rate will be?

#### Fixed Deferred Indexed Formulas

**Annual Point-to-Point** – Change in index calculated using two dates one year apart.

**Multi-Year Point-to-Point** – Change in index calculated using two dates more than one year apart.

**Monthly or Daily Averaging** – Change in index calculated using multiple dates (one day of every month for monthly averaging, every day the market is open for daily averaging). The average of these values is compared with the index value at the start of the index term.

**Monthly Point-to-Point** – Change in index calculated for each month during the index term. Each monthly change is limited to the “cap rate” for positive changes, but not when the change is negative. At the end of the index term, all monthly changes (positive and negative) are added. If the result is positive, interest is added to the annuity. If the result is negative or zero, no interest (0%) is added.

### Fixed Indexed Annuities

Money in a fixed indexed annuity earns interest based on changes in an index. Some indexes are measures of how the overall financial markets perform (such as the S&P 500 Index or Dow Jones Industrial Average) during a set period of time (called the **index term**). Others measure how a specific financial market performs (such as the Nasdaq) during the term. The insurance company uses a formula to determine how a change in the index affects the amount of interest to add to your annuity at the *end of each index term*. Once interest is added to your annuity for an index term, those earnings usually are locked in and changes in the index in the next index term do not affect them. If you take money from an indexed annuity before an index term ends, *the annuity may not add all of the index-linked interest for that term to your account.*

Insurance companies use different formulas to calculate the interest to add to your annuity. They look at changes in the index over a period of time. See the box “*Fixed Deferred Indexed Formulas*” that describes how changes in an index are used to calculate interest.

The formulas insurance companies use often mean that interest added to your annuity is based on only *part* of a change in an index over a set period of time. **Participation rates**, **cap rates**, and **spread rates** (sometimes called margin or asset fees) all are terms that describe ways the amount of interest added to your annuity may not reflect the full change in the index. But *if the index goes down over that period, zero interest is added to your annuity.* Then your annuity value will not go down as long as you do not withdraw the money.

When you buy an indexed annuity, you are not investing directly in the market or the index. Some indexed annuities offer you more than one index choice. Many indexed annuities also offer the choice to put part of your money in a fixed interest rate account, with a rate that will not change for a set period.

## Variable Annuities

Money in a variable annuity earns a return based on the performance of the investment portfolios, known as “**subaccounts**,” where you choose to put your money. Your investment choices likely will include subaccounts with different types and levels of risk. Your choices will affect the return you earn on your annuity. Subaccounts usually have no guaranteed return, but you may have a choice to put some money in a fixed interest rate account, with a rate that will not change for a set period.

The value of your annuity can change every day as the subaccounts' values change. If the subaccounts' values increase, your annuity earns money. But *there is no guarantee that the values of the subaccounts will increase. If the subaccounts' values go down, you may end up with less money in your annuity than you paid into it.*

An insurer may offer several versions of a variable deferred annuity product. The different versions usually are identified as **share classes**. The key differences between the versions are the fees you will pay every year you own the annuity. The rules that apply if you take money out of the annuity also may be different. Read the prospectus carefully. Ask the annuity salesperson to explain the differences among the versions.

### How Insurers Determine Indexed Interest

**Participation Rate** – Determines how much of the increase in the index is used to calculate index-linked interest. A participation rate usually is for a set period. The period can be from one year to the entire term. Some companies guarantee the rate can never be lower (higher) than a set minimum (maximum). Participation rates are often less than 100%, particularly when there is no cap rate.

**Cap Rate** – Typically, the maximum rate of interest the annuity will earn during the index term. Some annuities guarantee that the cap rate will never be lower (higher) than a set minimum (maximum). Companies often use a cap rate, especially if the participation rate is 100%.

**Spread Rate** – A set percentage the insurer subtracts from any change in the index. Also called a “margin or asset fee.” Companies may use this instead of or in addition to a participation or cap rate.

## What Other Information Should You Consider?

### Fees, Charges, and Adjustments

Fees and charges reduce the value of your annuity. They help cover the insurer's costs to sell and manage the annuity and pay benefits. The insurer may subtract these costs directly from your annuity's value. Most annuities have fees and charges but they can be different for different annuities. Read the contract and disclosure or prospectus carefully and ask the annuity salesperson to describe these costs.

A **surrender** or **withdrawal charge** is a charge if you take part or all of the money out of your annuity during a set period of time. The charge is a percentage of the amount you take out of the annuity. The percentage usually goes down each year until the surrender charge period ends. Look at the contract and the disclosure or prospectus for details about the charge. Also look for any waivers for events (such as a death) or the right to take out a small amount (usually up to 10%) each year without paying the charge. If you take all of your money out of an annuity, you have surrendered it and no longer have any right to future income payments.

Some annuities have a **Market Value Adjustment (MVA)**. An MVA could increase or decrease your annuity's account value, cash surrender value, and/or death benefit value if you withdraw money from your account. In general, if interest rates are *lower* when you

withdraw money than they were when you bought the annuity, the MVA could *increase* the amount you could take from your annuity. If interest rates are *higher* than when you bought the annuity, the MVA could *reduce* the amount you could take from your annuity. Every MVA calculation is different. Check your contract and disclosure or prospectus for details.

## How Annuities Make Payments

### Annuitize

At some future time, you can choose to **annuitize** your annuity and start to receive guaranteed fixed income payments for life or a period of time you choose. After payments begin, you cannot take any other money out of the annuity. You also usually cannot change the amount of your payments. For more information, see “*Payout Options*” in this Buyer's Guide. If you die before the payment period ends, your survivors may not receive any payments, depending on the payout option you choose.

### Full Withdrawal

You can withdraw the cash surrender value of the annuity in a lump sum payment and end your annuity. *You will likely pay a charge to do this if it is during the surrender charge period.* If you withdraw your annuity's cash surrender value, your annuity is cancelled. Once that happens, you cannot start or continue to receive regular income payments from the annuity.

### Partial Withdrawal

You may be able to withdraw *some* of the money from the annuity's cash surrender value without ending the annuity. Most annuities with surrender charges let you take out a certain amount (usually up to 10%) each year without paying surrender charges on that amount. Check your contract and disclosure or prospectus. Ask your annuity salesperson about other ways you can take money from the annuity without paying charges.

### Living Benefits for Fixed Annuities

Some fixed annuities, especially fixed indexed annuities, offer a **guaranteed living benefits** rider, usually at an extra cost. A common type is called a guaranteed lifetime withdrawal benefit that guarantees to make income payments you cannot outlive. While you get payments, the money still in your annuity continues to earn interest. You can choose to stop and restart the payments or you might be able to take extra money from your annuity. Even if the payments reduce the annuity's value to zero at some point, you will continue to get payments for the rest of your life. If you die while receiving payments, your survivors may get some or all of the money left in your annuity.

### Annuity Fees and Charges

**Contract fee** – A flat dollar amount or percentage charged once or annually.

**Percentage of purchase payment** – A front-end sales load or other charge deducted from each premium paid. The percentage may vary over time.

**Premium tax** – A tax some states charge on annuities. The insurer may subtract the amount of the tax when you pay your premium, when you withdraw your contract value, when you start to receive income payments, or when it pays a death benefit to your beneficiary.

**Transaction fee** – A charge for certain transactions, such as transfers or withdrawals.

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**Mortality and expense (M&E) risk charge** – A fee charged on **variable annuities**. It is a percentage of the account value invested in subaccounts.

**Underlying fund charges** – Fees and charges on a **variable annuity's** subaccounts; may include an investment management fee, distribution and service (12b-1) fees, and other fees.



## Living Benefits for Variable Annuities

Variable annuities may offer a benefit at an extra cost that guarantees you a minimum account value, a minimum lifetime income, or minimum withdrawal amounts regardless of how your subaccounts perform. See “*Variable Annuity Living Benefit Options*” at right. Check your contract and disclosure or prospectus or ask your annuity salesperson about these options.

## How Annuities Are Taxed

Ask a tax professional about your individual situation. The information below is general and should not be considered tax advice.

Current federal law gives annuities special tax treatment. Income tax on annuities is deferred. That means you are not taxed on any interest or investment returns while your money is in the annuity. This is not the same as tax-free. You will pay ordinary income tax when you take a withdrawal, receive an income stream, or receive each annuity payment. When you die, your survivors will typically owe income taxes on any death benefit they receive from an annuity.

There are other ways to save that offer tax advantages, including Individual Retirement Accounts (IRAs). You can buy an annuity to fund an IRA, *but you also can fund your IRA other ways and get the same tax advantages.* When you take a withdrawal or receive payments, you will pay ordinary income tax on all of the money you receive (not just the interest or the investment return). You also may have to pay a 10% tax penalty if you withdraw money before you are age 59½.

## Finding an Annuity That Is Right for You

An annuity salesperson who suggests an annuity must choose one that they think is right for you, based on information from you. They need complete information about your life and financial situation to make a suitable recommendation. Expect a salesperson to ask about your age; your financial situation (assets, debts, income, tax status, how you plan to pay for the annuity); your tolerance for risk; your financial objectives and experience; your family circumstances; and how you plan to use the annuity. If you are not comfortable with the annuity, ask your annuity salesperson to explain why they recommended it. Do not buy an annuity you do not understand or that does not seem right for you.

### Variable Annuity Living Benefit Options

**Guaranteed Minimum Accumulation Benefit (GMAB)** – Guarantees your account value will equal some percentage (typically 100%) of premiums less withdrawals, at a set future date (for example, at maturity). If your annuity is worth less than the guaranteed amount at that date, your insurance company will add the difference.

**Guaranteed Minimum Income Benefit (GMIB)** – Guarantees a minimum lifetime income. You usually must choose this benefit when you buy the annuity and must annuitize to use the benefit. There may be a waiting period before you can annuitize using this benefit.

**Guaranteed Lifetime Withdrawal Benefit (GLWB)** – Guarantees you can make withdrawals for the rest of your life, up to a set maximum percentage each year.

### Payout Options

You will have a choice about how to receive income payments. These choices usually include:

- For your lifetime
- For the longer of your lifetime or your spouse's lifetime
- For a set time period
- For the longer of your lifetime or a set time period

Within each annuity, the insurer *may* guarantee some values but not others. Some guarantees may be only for a year or less while others could be longer. Ask about risks and decide if you can accept them. For example, it is possible you will not get all of your money back *or* the return on your annuity may be lower than you expected. It is also possible you will not be able to withdraw money you need from your annuity without paying fees *or* the annuity payments may not be as much as you need to reach your goals. These risks vary with the type of annuity you buy. All product guarantees depend on the insurance company's financial strength and claims-paying ability.

## Questions You Should Ask

- Do I understand the risks of an annuity? Am I comfortable with them?
- How will this annuity help me meet my overall financial objectives and time horizon?
- Will I use the annuity for a long-term goal such as retirement? If so, how could I achieve that goal if the income from the annuity is not as much as I expected it to be?
- What features and benefits in the annuity, other than tax deferral, make it appropriate for me?
- Does my annuity offer a guaranteed minimum interest rate? If so, what is it?
- If the annuity includes riders, do I understand how they work?
- Am I taking full advantage of all of my other tax-deferred opportunities, such as 401(k)s, 403(b)s, and IRAs?
- Do I understand all of the annuity's fees, charges, and adjustments?
- Is there a limit on how much I can take out of my annuity each year without paying a surrender charge? Is there a limit on the *total* amount I can withdraw during the surrender charge period?
- Do I intend to keep my money in the annuity long enough to avoid paying any surrender charges?
- Have I consulted a tax advisor and/or considered how buying an annuity will affect my tax liability?
- How do I make sure my chosen survivors (beneficiaries) will receive any payment from my annuity if I die?

*If you do not know the answers or have other questions, ask your annuity salesperson for help.*

## When You Receive Your Annuity Contract

When you receive your annuity contract, carefully review it. Be sure it matches your understanding. Also, read the disclosure or prospectus and other materials from the insurance company. Ask your annuity salesperson to explain anything you do not understand. In many states, a law gives you a set number of days (usually 10 to 30 days) to change your mind about buying an annuity after you receive it. This often is called a **free look** or **right to return** period. Your contract and disclosure or prospectus should prominently state your free look period. If you decide during that time that you do not want the annuity, you can contact the insurance company and return the contract. Depending on the state, you will either get back all of your money or your current account value.



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